

6/23/87

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## ANNEXATION AGREEMENT

OFFICIAL BUSINESS  
VILLAGE OF ORLAND PARK, ILL.  
RAYMOND W. PIEPER  
VILLAGE ATTORNEY

THIS AGREEMENT made and entered into this *2<sup>nd</sup>* day of *June*, 1987, by and between the VILLAGE OF ORLAND PARK, an Illinois Municipal Corporation hereinafter referred to as **87656238** "VILLAGE" and Giuseppe Calderone, Frank Calderone and MARQUETTE NATIONAL BANK, a corporation of Illinois, as Trustee under Trust Agreement dated May 4, 1987 and known as Trust Number 11619 hereinafter all referred to as "MARQUETTE".

### WITNESSETH:

WHEREAS, VILLAGE is a municipal corporation in the County of Cook and State of Illinois and has in full force and effect a Zoning Ordinance regulating the use and development of real estate; and

WHEREAS, MARQUETTE is the Owner of Record of the Real Estate hereinafter described; and

WHEREAS, all of the parties hereto desire that the real estate hereinafter described be annexed to VILLAGE on the terms and conditions hereinafter set forth and which real estate is contiguous to VILLAGE and may be annexed to VILLAGE; and

WHEREAS, MARQUETTE desires that said real estate be zoned in the manner hereinafter described and used as hereinafter described within the jurisdiction of the VILLAGE; and

WHEREAS, pursuant to the provisions of Chapter 24, Article 7 of the Illinois Revised Statutes (1985), a proposed Annexation

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THE CLERK OF THE COURT  
OF COOK COUNTY  
CLERK OF THE COURT  
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Agreement in substance and in the form substantially the same as this Agreement was submitted to the corporate authorities of VILLAGE and public hearing held thereon pursuant to notice as provided by statute; and

WHEREAS, the Plan Commission of VILLAGE has held a public hearing on the proposed amendment to the Zoning Ordinance of VILLAGE; and

WHEREAS, the Plan Commission of VILLAGE has recommended that the real estate hereinafter described be annexed to VILLAGE and be zoned as hereinafter indicated; and

WHEREAS, the corporate authorities of VILLAGE after due and careful consideration have concluded that the annexation of said real estate to the VILLAGE would further the growth of the VILLAGE, enable the VILLAGE to control the use of the said real estate and would serve and be in the best interests of the VILLAGE.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises, covenants and agreements of the parties hereto and herein contained, it is agreed by and between the said parties as follows:

1. The Preamble shall constitute and be a part of this Agreement.

2. This Agreement is made pursuant and in accordance with the provisions of Section 11-15, 1-1 et seq., of the Illinois Municipal Code, Chapter 24, Illinois Revised Statutes, 1985.

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3. That this Agreement shall be applicable to and relate to the following described real estate, to-wit:

A tract of land described as follows:

A tract of land in the Southeast 1/4 of Section 14, Township 36 North, Range 12, East of the Third Principal Meridian, bounded and described as follows: Beginning at a point in the South line of said Southeast 1/4 of Section 14 that is 823.79 feet East of the Southwest corner of said Southeast 1/4 of Section 14, and running thence Northerly along a straight line whose Northern Terminus is a point in the North line of the South 1/2 of the Southeast 1/4 of Section 14, aforesaid located 823.90 feet East of the West line of said Southeast 1/4 of Section 14, a distance of 481.19 feet; thence West along a line that is 481.19 feet North of and parallel with the South line of said Section 14, a distance of 328.83 feet; thence south along a straight line, a distance of 219.19 feet to a point, said point being 498.01 feet East of the West line of said southeast 1/4 of Section 14; thence East along a line that is 262.00 feet North of and parallel with the South line of said Southeast 1/4 of Section 14, a distance of 165.00 feet; thence South along a straight line a distance of 262.00 feet to a point on the South line of said southeast 1/4 of Section 14, said point being 163.79 feet West of the point of beginning; thence East along the said South line of Section 14, 163.79 feet to said point of beginning, all in Cook County, Illinois.

27-14-401-005 TR  
27-14-401-015 TR

Said real estate comprises a tract containing approximately 2.64 acres located on the North side of 159th Street approximately at 8200 West in Orland Township, Cook County, Illinois.

4. MARQUETTE will file with the Village Clerk of VILLAGE as promptly as possible after the execution of this Agreement, a certain petition in the form required by Article 7, Chapter 24, Illinois Revised Statutes, 1985, to annex to the VILLAGE that part of the above-described real estate not now within the

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corporate limits of VILLAGE and any highways or parts of highways adjacent thereto not located within a municipality.

MARQUETTE agrees at its expense, to furnish to VILLAGE at the time of filing of said petition an original Plat of Annexation conforming to the statutes of the State of Illinois and the requirements of the Offices of the Recorder of Deeds and County Clerk of Cook County, Illinois.

5. VILLAGE agrees to pass, upon filing of said petition, such ordinance or ordinances as are necessary to annex said real estate to and incorporate same within the limits of the VILLAGE. Said ordinance or ordinances will be passed as soon as possible after the filing of said petition.

6. Fees - MARQUETTE as it applies to the SUBJECT PROPERTY, agrees to reimburse the VILLAGE for expenses incurred and to pay such permit, inspection and review fees as required by ordinance as such ordinances may be amended from time to time, including but not limited to the following:

- A. Title examination charges, publication costs for necessary public notices, costs of recording documents in connection with said annexation, rezoning, and subdivision approval, including each phase or unit thereof, and payable ten (10) days after the VILLAGE shall render an invoice for such costs.
- B. Fees for examination of the plans and specifications submitted to the VILLAGE for the public improvements to the PROPERTY, and for inspection of the public improvements during and upon completion of construction, said fees shall be in amounts and payable in accordance with Ordinance No. 678 of the VILLAGE adopted February 23, 1976, and any amendments thereto.
- C. Reimbursement of the VILLAGE for the reasonable fees of its attorneys incurred in negotiating this Agreement.

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IN SENATE  
JANUARY 11, 1900  
REPORT  
OF THE  
COMMISSIONERS OF THE  
LAND OFFICE  
IN RESPONSE TO A RESOLUTION  
PASSED BY THE SENATE  
MAY 1, 1899

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matters relating to rezoning, annexation, plats of subdivision, security requirements, easements, and for services that may be required with respect to such future matters. Said reimbursement shall be payable to the VILLAGE ten (10) days after the VILLAGE shall render its invoice. Out of pocket expenses must be supported by reasonable evidence that such costs were incurred.

D. Permit and inspection fees as required by Ordinance 1524 adopted April 4, 1986, and any amendments thereto.

7. MARQUETTE agrees to pay the VILLAGE under ordinance 1021, \$11,475.00 which shall be due and payable on the issuance of the building permit for development; provided, however, should a permit be issued during this agreement but subsequent to the first five years of this agreement the amount due the VILLAGE shall be the amount required at the time of the issuance of the permit, or should no permit be issued the amount due the VILLAGE 6 months prior to the expiration of this agreement shall be the amount required by ordinance in effect on the due date.

8. VILLAGE agrees to pass as promptly as possible after the annexation of the aforesaid real estate, an ordinance being an amendment of the Zoning Ordinance of the Village of Orland Park, Illinois, Ordinance No. 656, as amended, said ordinance to provide that the real estate described in Paragraph 3 above be included in the B-3 Commercial District and that said real estate be added to the Official Zoning map of Orland Park, Illinois dated April 22, 1975 as amended and designated as within the B-3 Commercial Service District thereon.

MARQUETTE is desirous of constructing and operating a restaurant on the above described property. MARQUETTE understands that a restaurant is a special use within the B-3

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Service District and MARQUETTE further understands a public hearing and compliance with the VILLAGE special use standards must be shown prior to the VILLAGE'S approval of a special use permit for a restaurant, which approval shall not be unreasonably withheld by the VILLAGE.

Following the annexation of the above described property and during the term of this agreement, upon written request of MARQUETTE the VILLAGE agrees to make a class A liquor license available for issuance by the VILLAGE President and Local Liquor Commissioner to MARQUETTE for the sale of alcoholic beverages at retail provided that:

1. A restaurant has been authorized, a restaurant has been constructed and is being operated on the SUBJECT PROPERTY in conformance with VILLAGE ordinance.

2. The applicant complies with and is found fit to be qualified as a liquor licensee by the Village President and Local Liquor Control Commissioner pursuant to the Ordinance of the VILLAGE and the laws of the State of Illinois in the manner as any other applicant would be so required.

9. MARQUETTE has acquired a .9/10 acre parcel of land adjoining the west side of the SUBJECT PROPERTY which it desires to add to the proposed development. The VILLAGE agrees to favorably consider amending this agreement to include the additional land and granting the same zoning classification for the newly acquired parcel as that being granted to the SUBJECT PROPERTY covered by this agreement so long as proper hearing procedures are complied with.

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10. All ordinances of the VILLAGE relating to zoning in effect as of the date hereof, and, as modified by the terms hereof shall insofar as they apply to the real estate which is the subject of this Annexation Agreement continue in effect during the full effective term of this Annexation Agreement, except with the mutual consent of the parties.

11. No provision or provisions of this Annexation Agreement shall be construed to prohibit VILLAGE from amending or passing any ordinance provided, however, that such ordinance or amendment shall not be effective as to the real estate being the subject matter of this Agreement during the term of this Agreement if said ordinance or amendment would change or modify the terms of this Agreement.

12. MARQUETTE agrees to reimburse the "VILLAGE" for all costs and fees including publication costs and reasonable attorney's fees incurred by the "VILLAGE" in connection with the annexation and rezoning of the above-described real estate.

13. Any and all notices forwarded by any party unto the other or required under this Agreement, shall be in writing and shall be served, either personally, or by Registered Mail, Return Receipt Requested, to the parties as follows:

To Village:

Village Clerk  
Village of Orland Park  
14415 Beacon Avenue  
Orland Park, IL. 60462

Giuseppe Calderone  
8129 S. Wheeler  
Orland Park, IL. 60462

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Marquette National Bank  
6312 S. Western Ave.  
Chicago, IL. 60636

Copy to:

Theodore J. Cachey  
Attorney at Law  
9961 W. 151st Street  
Orland Park, IL. 60462

14. Should any provision or provisions hereof be declared invalid for any reason whatsoever, said declaration of invalidity shall effect only the provisions so declared invalid and all other provisions of this Agreement shall remain in full force and effect.

15. This Agreement shall be binding upon the VILLAGE and its successors and upon MARQUETTE and its successors and assigns and shall be binding on any and all subsequent owners of the real estate being the subject matter hereof for a period of seven (7) years from the date hereof.

16. The VILLAGE agrees to permit connection by MARQUETTE to the public sewer and water facilities when water and sewer service is available to the SUBJECT PROPERTY. MARQUETTE agrees at the time of the issuance of the building permit to provide the necessary on site improvements including water, sanitary and storm sewer facilities and if requested MARQUETTE shall extend sewer and water across the entire width of the property and grant any necessary utility easements to the VILLAGE and public utility companies including for cable T.V.

17. MARQUETTE agrees to pay water and sewer connection charges as provided by ordinance in effect at the time of permit issuance.

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IN WITNESS WHEREOF the parties hereto pursuant to the authority in each vested according to law and pursuant to duly passed and enacted ordinances and resolutions of the corporate authorities or board of directors, respectively, have hereto caused this document to be signed by its authorized officers and the corporate seals to be properly affixed hereto the day and year aforementioned.

VILLAGE OF ORLAND PARK

BY: *John A. [Signature]*

Village President

ATTEST:

BY: *Anna M. [Signature]*

Village Clerk

Marquette National Bank, a National Banking Association corporation of Illinois, as Trustee under Trust Agreement dated May 4, 1987 and known as Trust Number 11619.

BY: *Anna M. [Signature]*

Vice President

Beneficiary of Trust 11619

*Dorinda Crotty*  
Attest Asst. Secretary

*Giuseppe Calderone*  
Giuseppe Calderone

*Frank Calderone*  
Frank Calderone

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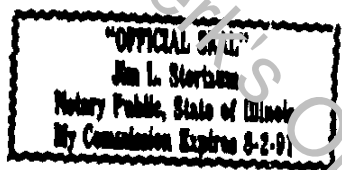
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STATE OF ILLINOIS     )  
                                  ) SS.  
COUNTY OF COOK        )

I, *Jim L. Storzum* a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, That *Frederick T. Owens* Personally known to me to be the Village President of the Village of Orland Park, Illinois, a municipal corporation, and *Anne M. Lisakowski* personally known to me to the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Village President and Village Clerk, they signed and delivered the said instrument as Village President and Village Clerk of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to the authority given by the Board of Trustees of said corporation as their free and voluntary act and deed of said corporation, for uses and purposes therein set forth.

Given under my hand and official seal, this *26* day of *October*, 19 *87*

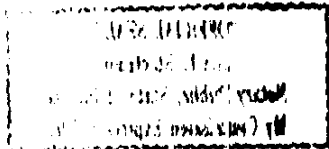
*Jim L. Storzum*  
Notary Public



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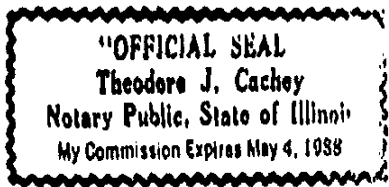
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Giuseppe Calderone and Frank Calderone

personally known to me to be the same person\_s whose name\_s \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that t h e y signed, sealed and delivered the said instrument as their free and voluntary act.

Given under my hand and official seal, this 26th day of October 1987 .

*Theodore J. Cachey*  
Notary Public



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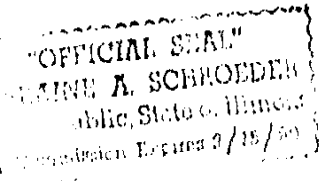
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STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.

I, Lorraine A. Schroeder, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Anne M. Scheurich Trust Officer and Patricia Crotty of MARQUETTE NATIONAL BANK, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice Pres. Trust Officer and Asst. Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Company, caused the corporate seal of said Company to be affixed to said instrument as said Asst. Secretary own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 9th day of July 1987



*Lorraine A. Schroeder*  
Notary Public

DEPT-09  
103333 TRAN 4583 12/11/87 14:07:00  
\*0609 \*C \*87-656238  
COOK COUNTY RECORDER

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