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C E R T I F I C A T I O N

I, CHARLENE M. SMOLLEN, certify that I am the duly elected and acting municipal clerk of the VILLAGE OF LEMONT, Cook County, Illinois.

I further certify that on the 14th day of November, 1988, the corporate Authorities of such municipality passed and approved Ordinance No. 603 A-B, entitled:

An Ordinance Annexing Old Derby Estates to the Village of Lemont and an Ordinance authorizing the Execution of an Annexation Agreement for Old Derby Estates which provided by its terms that it should be published in pamphlet form.

THE pamphlet form of Ordinance No. 603 A-B, including the Ordinance and a cover sheet thereof was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on the 14th day of November, 1988, and continuing for at least 10 days thereafter. Copies of such Ordinance were also available for public inspection upon request, in the office of the municipal clerk.

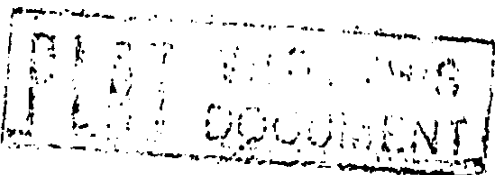
DATED at Lemont, Illinois, this 22nd day of December, 1988.

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(SEAL)

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COOK COUNTY RECORDER

Charlene M. Smollen
Municipal Clerk



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OLD DERBY ESTATES ANNEXATION AGREEMENT

<u>ARTICLE</u>	<u>TITLE</u>
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XVI	Damage to Public Improvements
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EXHIBIT

<u>EXHIBIT</u>	<u>TITLE</u>
A	Legal Description of Subject Property
B	Site Plan of Subject Property
C	Plat of Annexation of Subject Property

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- D Engineering Plans and Specifications-
Water
- E Engineering Plans and Specifications-
Sanitary Sewer
- F Engineering Plans and Specifications-
Storm Water Detention

OLD DERBY ESTATES ANNEXATION AGREEMENT

THIS AGREEMENT, made and entered into this 14 day of November, 1988, between the VILLAGE OF LEMONT, a municipal corporation of the County of Cook, in the State of Illinois (hereinafter referred to as "VILLAGE") and the State Bank of Countryside as Trustee under trust number 88-413 dated April 11, 1988, (hereinafter referred to as "OWNER") and J-Y Developers, an Illinois General Partnership, (hereinafter referred to as "DEVELOPER").

WHEREAS, OWNER is the owner of record of the real estate (hereinafter referred to as "TERRITORY"), the legal description of which is attached hereto as Exhibit "A" and by this reference made a part hereof; and,

WHEREAS, OWNER has submitted to the VILLAGE a Petition for Annexation; and,

WHEREAS, DEVELOPER intends the TERRITORY to develop as single family dwelling units, in conformance with the site plan prepared by INTECH CONSULTANTS, INC., labeled Exhibit "B", which is attached hereto and by this reference made a part hereof; and,

WHEREAS, the parties hereto desire the TERRITORY which is contiguous to the VILLAGE to be annexed to the VILLAGE on the terms and conditions hereinafter set forth; and,

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WHEREAS, DEVELOPER and VILLAGE agree that they will be bound by the terms of this Annexation Agreement; and,

WHEREAS, the VILLAGE would extend its zoning, building, health and other municipal regulations and ordinances over the TERRITORY, thereby protecting the VILLAGE from possible undesirable or inharmonious use and development of unincorporated areas surrounding the VILLAGE; and,

WHEREAS, the new boundaries of the VILLAGE OF LEMONT, resulting from this Annexation shall extend to the far side of every highway and shall include all of every highway so annexed; and,

WHEREAS, the parties desire, pursuant to Chapter 24, Article 11, Division 15.1 of the Illinois Revised Statutes, to enter into an Agreement with respect to Annexation of the TERRITORY and various other matters; and,

WHEREAS, pursuant to the provisions of that Statute, the corporate authority of said VILLAGE has duly fixed a time for and held a hearing upon the Annexation Agreement and has given notice of said hearing; and,

WHEREAS, the corporate authority of the VILLAGE has considered the Annexation and development of the TERRITORY described in the Petition and has determined that the best interest of the VILLAGE will be met if the TERRITORY is annexed to the VILLAGE and developed in accordance with the provisions of the Agreement.

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

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I

ANNEXATION

1. Subject to the provisions of Chapter 24, Article 7 of the Illinois Revised Statutes, the parties hereto respectively agree to do all things necessary or appropriate to cause the TERRITORY to be validly annexed to the VILLAGE as promptly as possible upon the execution of this Agreement.

2. The Plat of Annexation of said TERRITORY is attached hereto as Exhibit "C". Said Plat extends the new boundaries of the VILLAGE to the far side of any adjacent highway and includes all of every highway within the TERRITORY so annexed.

II

ZONING AND LAND USE RESTRICTIONS

Upon the Annexation of the TERRITORY to the VILLAGE, the parcel shown on the site plan attached as Exhibit "B" shall be classified under the existing zoning ordinance as follows:

LAND USE	ZONING EXISTING ORDINANCE	DWELLING UNITS	LOTS	ACRES FOR
Single Family	R-4	117	117	38.1
Townhomes	PUD	15	17	2.8
Detention	Open Space	None	2	1.3

The Planned Unit Development referred to above shall consist of 15 individual lots numbered 103 through 117 as depicted on the Final Plat of Subdivision. Lots 118 and 134 shall remain open space and be constructed according to plans and specifications aformed by the Village Engineer. The development of lots 103 though 117 shall be limited to the construction of Townhomes with the following restrictions:

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- a) Eight 2-Bedroom units each having a minimum of 1300 square feet of living area and a two car attached garage.
- b) Seven 3-Bedroom units each having a minimum of 1600 square feet of living area and a two car attached garage.
- c) All townhomes shall be constructed with brick fronts or a minimum of 1/3 exposed brick.
- d) A Homeowners Association will be organized by the developer or homeowners to provide for landscaping maintenance.
- e) A landscaping buffer approved by the Village Engineer shall be created along the rear yards to provide screening from the proposed adjacent commercial area.

III

WATER

1. DEVELOPER shall extend the existing water main from such off-site locations in accordance with the engineering plans and specifications as prepared by INTECH CONSULTANTS, INC. according to the plans and specifications attached hereto as Exhibit "D" which shall be approved by the VILLAGE Engineer.

2. It is the intent of this Agreement that the DEVELOPER shall install offsite watermains necessary to deliver a minimum of 1,000 gallons per minute fire flow plus domestic flow with a 20 pound per square inch residual pressure as outlined in the Illinois Fire Insurance codes and required by the Lemont Fire Protection District.

3. All water mains constructed by DEVELOPER shall remain DEVELOPER'S responsibility until such time as they are accepted by the VILLAGE as provided by ordinance.

4. Water mains shall be designed in accordance with the requirements of the State of Illinois Environmental Protection

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Agency Bureau of Public Water Supply and the domestic and fire protecting needs of the proposed development.

IV

SANITARY SEWERS

Sanitary sewers shall be designed in accordance with the standards for sewage works adopted by the Lemont and Great Lakes Board of Public Health Engineers and the requirements of the Metropolitan Sanitary District of Greater Chicago.

The design and construction of the Sanitary Sewer shall be in accordance with engineering plans and specifications prepared by INTECH CONSULTANTS, INC. attached hereto and made a part hereof as Exhibit "E".

STORM WATER DETENTION

DEVELOPER agrees to adhere to the Retention Policy of the VILLAGE and the Metropolitan Sanitary District agrees to divert storm water as required by the VILLAGE Engineer and as delineated in the plans and specifications identified in Exhibit "F" attached hereto and made a part hereof. DEVELOPER agrees to install and VILLAGE agrees to accept necessary surface drainage courses and detention areas.

All detention basins and outlet control structures shall be constructed prior to the installation of onsite roadway and storm sewer system to prevent property damage during interim improvement construction. DEVELOPER shall take precautionary measures to prevent storm water runoff from causing erosion and depositing silt

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in the Illinois and Michigan Canal and other tributary drainage ways.

The plans and specifications of the construction of this storm water detention are set forth in Exhibit "F" and shall meet the needs of the TERRITORY as established by the Metropolitan Sanitary District and the Village.

VI

ROADWAYS

1. All interior streets within the TERRITORY when developed shall be dedicated to the VILLAGE. Said streets shall be constructed in accordance with the VILLAGE'S Subdivision Regulations.

2. The DEVELOPER shall not be required to widen the pavement along McCarthy Road unless required by the Illinois Department of Transportation or other governmental agency having jurisdiction.

VII

LANDSCAPE EASEMENT

All double frontage lots along Janas Lane and McCarthy Road are to comply with Section VII, subsection F2C, of the Village of Lemont Subdivision Ordinance 456, and provide an additional 15 foot depth for a landscape easement. The landscape area will be designed with the approval of the Village Engineer to provide a buffer between McCarthy Road and the residences. The developer shall caused to be recorded a permanent landscape easement on the Plat of Subdivision and covenants prohibiting any fencing from being placed in the landscape easement area.

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VIII

FEEES, BUILDING ORDINANCES, PERMITS AND GENERAL MATTER

The DEVELOPER agrees to comply in all respects with all present and future applicable provisions of the VILLAGE Building Codes in connection with the construction of building on the TERRITORY. The DEVELOPER further agrees to pay all fees, reimburse the VILLAGE for planning, engineering, and legal fees incurred as a result of the DEVELOPER'S proposal and obtain all permits required by present and future VILLAGE Ordinances. The DEVELOPER further agrees that all present and future ordinances of the VILLAGE relating to subdivision controls, zoning, official plan and building, housing, and related restrictions shall apply to the building, housing, and related restrictions shall apply to the development of the TERRITORY which is subject to the Agreement, except as may be modified by the mutual consent of the parties. The DEVELOPER hereby agrees to construct sidewalks within the TERRITORY as required by VILLAGE ordinance.

IX

VARIATIONS FROM THE SUBDIVISION ORDINANCES

Notwithstanding the terms of the Subdivision Ordinance, the DEVELOPER is hereby granted the following Variances:

- a) Sidewalks will be installed on each lot prior to issuance of occupancy permit but not later than two years from the date of the agreement.
- b) Types and sizes of trees shall be designated on a landscape plan approved by the Village but shall not be

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required until homes are constructed and ready for occupancy except that if not installed within two years from the date of this Agreement, the DEVELOPER shall deposit in escrow sufficient funds to complete the required plantings.

- c) No street lights are required on McCarthy Road except at the main entrance to the subdivision.

X

CONTRIBUTIONS AND DEDICATION

DEVELOPER shall make the following contributions in accordance with each phase of the development:

- (a) Prior to final approval of the Plat of Subdivision, the DEVELOPER shall make the following contributions:

High School District	10,572
Elementary School District	10,400
Park District	52,700

XI

APPROVAL OF APPLICATION

VILLAGE agrees to expeditiously take action to approve or disapprove all plats, plans and engineering submitted to VILLAGE by DEVELOPER. If VILLAGE shall determine that any such submission is not in substantial accordance with this Agreement and applicable ordinances, the VILLAGE shall promptly notify DEVELOPER in writing of the specific objection to any such submission so that DEVELOPER can make any required corrections or revisions.

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XII

LETTERS OF CREDIT

In lieu of any bonds or cash escrow deposits for public improvements, the DEVELOPER may furnish to the VILLAGE irrevocable letters of credit, in the required amount issued by the reputable banking or financial institution authorized to do business in the State of Illinois, and shall be subject to the approval of the VILLAGE Board.

At the time of final plat approval, the letters of credit or other evidence of adequate funds or security shall at all times be equal to the contract cost of the public improvements being constructed in each phase of development. If actual construction costs are not available at time of plat approval, the DEVELOPER shall deposit securities as herein provided, in an amount equal to 125% of the estimate cost for said improvements as determined by the VILLAGE Engineer. Upon completion of the construction of improvements, or any part thereof, the DEVELOPER shall request the VILLAGE Engineer to inspect the same. Within twenty-one days after such request, the VILLAGE Engineer and/or Public Works Director shall, in writing, advise the DEVELOPER of the condition of the improvement, what corrections, if any, are necessary, and whether same shall be accepted by the VILLAGE. Upon completion of the Improvements or any part thereof, in accordance with the plans and specifications thereof, the VILLAGE shall accept the same upon deposit of a corporate guarantee for one (1) year period after acceptance as required by the subdivision ordinances.

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The dedication of the improvements to the VILLAGE shall be deemed accepted upon formal action of acceptance by the corporate authorities of the VILLAGE, and the delivery by the DEVELOPER of a properly executed Bill of Sale for all improvements contained within the dedication.

Upon acceptance of dedication of the VILLAGE, the DEVELOPER may reduce the letter of credit or form of financial responsibility by an amount equal to the value of the improvements so accepted.

XIII

NOTICE OF VIOLATIONS

VILLAGE will issue no stop orders directing work stoppage on building or parts of the project without giving notice of the Section of the Code allegedly violated by DEVELOPER, so the DEVELOPER may forthwith proceed to correct such violations as may exist. Moreover, the VILLAGE shall, insofar as possible, give advance notice to the DEVELOPER shall have an opportunity to correct possible violations. This paragraph shall not restrain the Building Official from issuing a stop work order in any case where he considers a continuation of the work to constitute a threat to the health or safety of the public or personnel employee on or near the site. VILLAGE shall provide DEVELOPER notice as required by Statute of any matter, such as public hearing, proposed building code changes and policy changes or other matters which may affect the TERRITORY of development of it under this Agreement.

XIV

REVERTER

This Annexation Agreement shall be in effect for twenty (20)

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years but if the Development and all of the improvements have not been completed within two (2) years from the date of this Agreement, the zoning of this TERRITORY shall revert to R-1. If the terms of this Agreement are substantially violated by OWNER or DEVELOPER, the zoning for the undeveloped portion of the TERRITORY shall revert to R-1.

XV

MAINTENANCE BOND

At the time or times of acceptance by VILLAGE of the installation of any part, component or all of any public improvement in accordance with this Section, or any other section of the Agreement, OWNER shall deposit with the VILLAGE a maintenance bond in the amount of five percent (5%) of the cost of the installation of the public improvement accepted by VILLAGE. This bond shall be deposited with the VILLAGE and shall be held by the VILLAGE for a period of twelve (12) months after completion and acceptance of all improvements. In the event no defects in material and/or workmanship have developed within said period, then said Bond shall not be returned until correction of said defect and acceptance by Village of said corrections.

XVI

DAMAGE TO PUBLIC IMPROVEMENTS

OWNER shall replace and repair damage to public improvements installed within, under or upon the Subject Realty resulting from construction activities by OWNER, their successors or assigns and

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their employees agents, contractors or subcontractors during the term of this Agreement, but shall not be deemed hereby to have released by other party from liability or obligation in this regard. OWNER shall have no obligation hereunder with respect to damage resulting from ordinary usage, wear and tear.

XVII

TERMS OF THIS AGREEMENT

This Agreement shall be binding upon all the parties hereto, their respective successors and assigns for a period of twenty (20) years. All of the terms and conditions provided herein shall run the land.

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

VILLAGE OF LEMONT AND THE
CORPORATE AUTHORITY THEREOF

BY: *John L. Nelson*
PRESIDENT

ATTEST:

Charlene M. Moller
VILLAGE CLERK

STATE BANK OF COUNTRYSIDE 75
TRUSTEE UNDER TRUST # 88-413
DATED APRIL 11, 1988.

BY: *Susan L. Mott*
SUSAN L. MOTT, TRUST OFFICER

J-Y DEVELOPERS, AN ILLINOIS
GENERAL PARTNERSHIP

BY: *Joseph Janas*
JOSEPH JANAS

William H. Young
WILLIAM YOUNG

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Susan L. Cooper, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JOSEPH JANAS and WILLIAM YOUNG, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, 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.

Given under my hand and Notarial Seal this 23rd day of November 1988.

Susan L. Cooper
Notary Public

NOTARIAL SEAL
SUSAN L. COOPER
NOTARY PUBLIC

My commission expires: _____

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VILLAGE OF LEMONT

ORDINANCE NO. 603-A

AN ORDINANCE ANNEXING CERTAIN TERRITORY
TO THE VILLAGE OF LEMONT, COOK COUNTY, ILLINOIS
OLD DEREY ESTATES - 41.34 ACRES

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT

Published in pamphlet form by
authority of the President and
Board of Trustees of the Village
of Lemont, Cook County, Illinois,
this 14 day of Nov, 1988.

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ORDINANCE NO. 603-A

AN ORDINANCE ANNEXING CERTAIN TERRITORY
TO THE VILLAGE OF LEMONT, COOK COUNTY, ILLINOIS
OLD DERBY ESTATES - 41.34 ACRES

WHEREAS, a written petition, signed by the legal owners of record of all land within the territory hereinafter described, has been filed with the Village Clerk of the Village of Lemont, Cook County, Illinois, requesting that said territory be annexed to the Village of Lemont; and

WHEREAS, there are no electors residing within the said territory; and

WHEREAS, the said territory is not within the corporate limits of any municipality, but is contiguous to the Village of Lemont; and

WHEREAS, legal notices regarding the intention of the Village to annex said territory have been sent to all public bodies required to receive such notice by State statute; and

WHEREAS, copies of such notices required to be recorded, if any, have been recorded in the Office of the Recorder of Deeds of Cook County; and

WHEREAS, the legal owners of record of said territory and the Village of Lemont have entered into a valid and binding annexation agreement relating to such territory; and

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WHEREAS, all petitions, documents and other necessary legal requirements are in full compliance with the terms of said annexation agreement and with the statutes of the State of Illinois, specifically Chapter 24, Paragraph 7-1-8, Illinois Revised Statutes, 1971; and

WHEREAS, it is in the best interest of the Village of Lemont, that said territory be annexed thereto.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: That the following described territory:

Old Derby Estates being a Subdivision in the West half of the Northeast quarter of Section 28, Township 37 North, Range 11 East of the Third Principal Meridian, in the Township of Lemont, Cook County, Illinois.

being indicated on an accurate map of the annexed territory, (which is appended to and made a part of this Ordinance) is hereby annexed to the Village of Lemont, Cook County, Illinois.

SECTION 2: That the Village Clerk is hereby directed to record with the Recorder of Deeds and to file with the County Clerk a certified copy of this Ordinance, together with the accurate map of the territory annexed and appended to said Ordinance.

SECTION 3: That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

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PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF
THE VILLAGE OF LEMONT, COUNTY OF COOK, ILLINOIS, on this 14 day
of Nov, 1988.

AYES

5

NAYS

2

PASSED

Charlene Smollen
CHARLENE SMOLLEN, Village Clerk

Approved by me this 14 day of November, 1988.

John P. Nelson
JOHN P. NELSON, Village President

Attest:

Charlene Smollen
CHARLENE SMOLLEN, Village Clerk

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VILLAGE OF LEMONT

ORDINANCE NO. 603 B

AN ORDINANCE AUTHORIZING THE EXECUTION
OF AN ANNEXATION AGREEMENT FOR THE DEVELOPMENT KNOWN AS
OLD DERBY ESTATES AND THE EXECUTION OF AN ANNEXATION AGREEMENT

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT

This 14 day of November, 1988.

Published in pamphlet form by
authority of the President and
Board of Trustees of the Village
of Lemont, Cook County, Illinois,
this 14 day of Nov, 1988.

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ORDINANCE NO. 603-B

AN ORDINANCE AUTHORIZING THE EXECUTION
OF AN ANNEXATION AGREEMENT FOR THE DEVELOPMENT KNOWN AS
OLD DERBY ESTATES AND THE EXECUTION OF AN ANNEXATION AGREEMENT

WHEREAS, the annexation agreement has been drafted, a copy of which is attached hereto and included herein; and

WHEREAS the developers and the legal owners of record of the territory which is the subject of said agreement are ready, willing and able to enter into said agreement and to perform the obligations as required hereunder; and

WHEREAS, the statutory procedures provided for in the Illinois Municipal Code for the execution of said agreement have been fully complied with.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK COUNTY, ILLINOIS AS FOLLOWS:

SECTION 1: That the President be and is hereby authorized and directed, and the Village Clerk is directed to attest to, a document known as "OLD DERBY ESTATES ANNEXATION AGREEMENT" dated the 14 day of November, 1988, as to 41.34 acres, (a copy of which is attached hereto and made a part hereof).

SECTION 2: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

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PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF
THE VILLAGE OF LEMONT, COUNTY OF COOK, ILLINOIS, on this 14 day
of November, 1988.

AYES
5

NAYS
2

PASSED

Charlene Smollen
CHARLENE SMOLLEN, Village Clerk

Approved by me this 14 day of November, 1988.

John R. Nelson
JOHN R. NELSON, Village President

Attest:

Charlene Smollen
CHARLENE SMOLLEN, Village Clerk

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