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## ANNEXATION AGREEMENT

THIS AGREEMENT Made and Entered into this 12<sup>th</sup> day of April, 1989, by and between the CITY OF ELGIN, a municipal corporation of the Counties of Kane and Cook, State of Illinois (hereinafter referred to as "City"), and ROBERT L. WASMOND and JULIE P. WASMOND of Route 4, Box 304, Elgin, Illinois 60120 (both hereinafter referred to as "Owner"),

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

WHEREAS, Owner is presently the owner of record of the real estate which is the subject of this Annexation Agreement. The property is hereinafter referred to as "Subject Property" and is legally described in Exhibit "A" which is attached hereto and made a part hereof; and

WHEREAS, Owner has presented and submitted to the City Clerk of the City for filing, and said Clerk caused to be filed, a duly executed Petition for Annexation of the Subject Property, which is a part of the unincorporated area of Cook County contiguous to the territory of the City and which Annexation Petition is by its terms contingent upon the execution of this Annexation Agreement; and

WHEREAS, the Subject Property is not included within the corporate limits of any municipality; and

WHEREAS, the Subject Property consists of a tract totaling 6.306 acres more or less; and (1.304 acres lying within the right-of-way of Illinois Route 58).

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WHEREAS, Owner has presented and filed with the City Clerk this Annexation Agreement as the Annexation Agreement; and

WHEREAS, the Subject Property constitutes territory which is contiguous to and may be annexed to the City of Elgin as provided in Article 7 of the Illinois Municipal Code (Chapter 24, Illinois Revised Statutes, 1981); and

WHEREAS, the Subject Property is located within the Gail Borden Public Library District, and the Bartlett-Countryside Fire Protection District, and whereas the Trustees of each of said Districts were notified in writing by certified or registered mail at least ten (10) days in advance of any action taken with respect to the annexation of the Subject Property and whereas an affidavit that service of the said notice has been provided has been filed with the Recorder of Deeds of Cook County; and

WHEREAS, the Mayor and City Council of the City have duly set a date, time and place for public hearing on this proposed Annexation Agreement and have caused due notice through publication in the Daily Courier News to be made of said public hearing, and the City having held such public hearing; and

WHEREAS, all amendments to the Zoning Ordinance of the City of Elgin necessitated by this Annexation Agreement, and the variation required under Section 19.18.060 of the Elgin Municipal Code to permit the reduction of the R-4 General Residential District Required Front Yard Reduction by four feet have been considered by the Planning and Land Use Commission of the City of Elgin and due notice was given, publication was made of a public

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hearing and public hearings were held with respect to such proposed zoning amendments and said variation by said Planning and Land Use Committee, and by the Zoning and Subdivision Hearing Examiner and the City Council of the City of Elgin, all according to the applicable laws and ordinances presently in effect; and

WHEREAS, the Planning and Land Use Commission has made and submitted its report and recommendation to the City Council of the City of Elgin in accordance with the terms and provisions of the ordinances of said City and the statutes of the State of Illinois; and

WHEREAS, if the Subject Property annexed subject to the terms hereof, Owner will have materially changed their positions in reliance on the good faith of the City and on the improvement and development of the Subject Property as part of the City, fully in accordance with the terms and provisions hereof; and

WHEREAS, all other pertinent and relevant matters in addition to those referred to or included in this Annexation Agreement have been considered by the parties hereto and the Planning and Land Use Commission, the Mayor and the City Council of the City believe that it is their best and considered judgment that the development of the Subject Property in accordance with the terms and provisions of this Agreement will inure to the benefit and improvement of the City as follows:

Its development will increase taxable value of the real property within its corporate limits; will increase the number of persons who will be counted for the purpose of obtaining State Motor Fuel Tax funds by the City; will extend the

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corporate limits and jurisdiction of the City and the benefits of its ordinances to the limits shown on said Exhibit "A"; will promote the orderly growth, sound planning and development of the City as well as of other adjoining communities; will provide a stronger use and more sufficient tax base; will promote building; and will otherwise enhance and promote the general health, safety and welfare of the City and the people therein; and

WHEREAS, it is the desire of the City and the Owner that the improvement and development of Subject Property shall proceed in an orderly manner and be at all times subject to the ordinances, codes and regulations of the City and consistent with the terms and conditions herein contained.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and agreements herein contained and pursuant to the authority and conditions given and contained in the statutes of the State of Illinois, the abovenamed parties hereto hereby agree as follows:

1. This Annexation Agreement is made pursuant to and in accordance with the provisions of Section 7-1-5, et seq. and 11-15.1-1, et seq., of the Illinois Municipal Code (Chapter 24, Illinois Revised Statutes, 1981) and the Home Rule powers of the City as set forth in Article VII of the Constitution of the State of Illinois of 1970.

2. The Owner has filed with the City Clerk a proper Petition conditioned on the terms and provisions of this Agreement to annex the Subject Property to the City of Elgin.

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3. The City, following the execution of this Agreement, shall enact without further hearing an ordinance annexing the Subject Property, and shall file an accurate plat of the Subject Property, a copy of which is attached hereto as Exhibit "B", and a certified copy of said ordinance with the Cook County Clerk and with the Recorder of Deeds of Cook County. The cost of preparation of and recording of the annexation plat shall be the responsibility of the Owner. Such annexation shall be upon the terms and conditions set forth in this Agreement.

4. Immediately after the passing of the ordinance annexing the Subject Property, the City, without further hearing, shall adopt an amendment to the Zoning Ordinance of the City of Elgin, zoning and classifying the Subject Property as follows:

R-4-General Residence District with  
a special use for a nursing home (19.18.020E)  
being a Skilled Care Nursing Facility.

5. Except as specifically provided herein, the City agrees and acknowledges that:

(a) The Owner shall have no obligation except as provided herein to construct, or provide for the construction of, or grant easements for the construction of public roadways, municipal water mains, or sewers. Owner agrees to provide to the City an Easement Agreement between Commonwealth Edison Company and the City of Elgin permitting an easement for the extension of municipal utilities Eastward to the Subject Property and to provide appropriate easements for future extension of water and sewer lines to the Northerly property line of the Subject Property.

(b) The Owner shall extend sanitary sewer lines from the City's available sanitary

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sewer system to the Subject Property and shall make connection thereto prior to the completion of any new construction and the issuance of an occupancy permit by the City of Elgin.

- (c) Annexation to the Sanitary District of Elgin shall be negotiated with the Sanitary District of Elgin. Completion of the Sanitary District of Elgin annexation negotiations must be verified prior to the execution of the Annexation Agreement by the City of Elgin.
- (d) The Owner shall extend a 12" water main northerly a distance of 380', and then easterly and northerly at a diameter of 6" a distance of 600', said extension is set forth on the engineering drawing prepared by Everett Scheffler Engineers which is currently on file with the City of Elgin Engineering Department.
- (e) The Owner shall provide for a storm water detention in parking lots on the Subject Property and shall include catch basins adequate to control storm water flow to the drainage ditch in accordance with applicable ordinances, statutes and regulations.

6. Attached hereto and designated as Exhibit "C" is a copy of the schematic site plan showing the proposed sanitary sewer service and water lines to be provided by Owner in accordance with City regulations.

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 other provision contained herein.

8. If, during the term of this Agreement, any existing, amended, modified or new ordinances, codes or regulations

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affecting the zoning, subdivision, development, construction of improvements, buildings or appurtenances, or other regulatory ordinances (except as required for basic public health and safety) are amended or modified in any manner to impose less restrictive requirements on the development of, or construction upon, properties within the City, then the benefit of such less restrictive requirements shall inure to the benefit of the Owner and anything to the contrary contained herein notwithstanding, the Owner may elect to proceed with respect to the development of, or construction upon the Subject Property upon the less restrictive amendment or modification applicable generally to all properties within the City.

9. If, during the term of this Agreement, any existing, amended, modified or new ordinances, codes or regulations of general applicability throughout the community to a land developer or subdivider affecting the zoning or subdivision, are amended or modified in any manner to impose more stringent requirements regarding the above, the burden of such more restrictive requirements shall not apply to the Subject Property. Nothing contained herein shall apply to permit fees of general application. Notwithstanding the foregoing, Owner waives and agrees that no action seeking damages including attorneys fees shall be maintained against the City, its officers, agents or employees.

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10. It is understood and agreed by the parties hereto that time is of the essence of this Agreement and that all parties will make every reasonable effort to expedite the subject matters hereof; it is further understood and agreed by the parties that the successful consummation of this Agreement requires their continued cooperation.

11. This Agreement shall inure to the benefit of and be binding upon the successors in title and assigns of the Owner and upon successor corporate authorities and successor municipalities of the City.

12. This Agreement shall be enforceable in any court of competent jurisdiction by any of the parties, or by any appropriate action at law or in equity to secure the performance of the covenants and agreements herein contained.

13. This Agreement may be amended from time to time in the manner provided by law.

14. The Owner acknowledges that the City anticipates the possible future roadway extension of Ginger Lane northerly to Summit Street from the planned residential subdivision which lies immediately to the South of the subject property. On or before May 31, 1989, as a condition of annexation the Owner agrees to have a Plat of Dedication accepted and approved for future street improvement 30 feet of right-of-way along the Easterly side of the property as shown on the attached exhibit. The Owner shall not be responsible for the roadway improvements and construction costs of Ginger Lane. This Agreement also provides for the return of the said right-of-way to the Petitioner upon the

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termination of the Agreement in the event that Ginger Lane has not been constructed.

15. The term of this Annexation Agreement shall be ten (10) years commencing upon the date of execution of this Agreement.

IN WITNESS WHEREOF, the Owner has hereunto set their hands and seals, and the City has caused this instrument to be executed by its duly authorized officials and the corporate seal affixed hereto, all on the date first written above.

CITY OF ELGIN

By *George L. Wasmond*  
Mayor

ATTEST;

*Marie Fearman*

*Robert L. Wasmond*  
Robert L. Wasmond

*Juil P. Wasmond*  
Juil P. Wasmond

Owner

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## EXHIBIT A

That part of the Southwest Quarter of Section 8, Township 41 North, Range 9 East of the Third Principal Meridian described as follows: Commencing at the Southeast corner of said Southwest quarter; thence South 88 degrees 01 minutes West along the South line of said Southwest quarter, a distance of 752.30 feet for the place of beginning; thence continuing South 88 degrees 01 minutes West along said South line, a distance of 609.0 feet to the Easterly line of Commonwealth Edison Company right of way; thence North 00 degrees 41 minutes East along said Easterly line, a distance of 364.2 feet to the Southerly line of State Route 58; thence North 89 degrees 00 minutes East along said Southerly line, a distance of 40.02 feet to the Easterly line of Commonwealth Edison Company right of way; thence North 00 degrees 41 minutes East along said Easterly line, a distance of 100.04 feet to the Northerly line of State Route 58; thence North 89 degrees 00 minutes East along said Northerly line, a distance of 567.98 feet; thence South 00 degrees 41 minutes West, a distance of 452.49 feet to the place of beginning. Being situated in Hanover Township, Cook County, Illinois.

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COOK COUNTY CLERK

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CITY OF ELGIN  
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150 DEXTER CT  
ELGIN ILL. 60120