ORDINANCE NO. 0-21-91

91159954

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT
VACANT PROPERTY AT THE NORTHWEST CORNER
OF WILSON STREET AND CLYDE AVENUE

WHEREAS, a public hearing on an Annexation Agreement was held on March 11, 1991 by the President and Board of Trustees of the Village of Palatine; and

WHEREAS, the owners of record of the land which is the subject of such amended 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 12 day of March, 1991

AYES: 5 NAYS: 0 ABSENT: 1 PASS: 0

APPROVED by me this 12 day of March, 1991

President of the Village of Palatine
Pro Tem

ATTESTED and FILED in the office of the Village Clerk this 12 day of March, 1991

Village Clerk

91159954

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PRE-ANNEXATION AGREEMENT
KOTT PROPERTY

THIS AGREEMENT , made and entered into this 5th day of FEBRUARY, 1991 by and between the VILLAGE OF PALATINE a municipal corporation of Cook County, Illinois, 200 E. Wood Street, Palatine, Illinois 60067 (hereinafter called "the Village") and Paul and Beth Kott (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:

> The east 144 feet of Lot 4 in Block 5 in Arthur T. McIntosh and Company's Chicago Avenue Farms, a subdivision in the Southeast Quarter of Section 16, Township 42N, North, Range 10, East of the Third Principal Meridian, recorded May 3, 1926 as Document #9261330 in Cook County.

(hereinafter sometimes called "the subject property"); and

WHEREAS, the Village desires to have the right to annex the subject property and the OWNER desires that the subject property, which is not included within the corporate limits of any other municipality and is in close proximity to the Palatine corporate limits, 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 an "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 Illinois Revised Statutes (1989),c.24, Secs. 11-15-1 et.seq.; and

WHEREAS, there will be filed with the Village Clerk of the Village of Palatine 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 by the electors residing upon said land; 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 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:

(1) Subject to the provisions of the Illinois Revised Statutes (1989) C.24, Secs. 11-15-1 et seq., the OWNER upon written direction from the VILLAGE agrees 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, and upon the occurrence of such annexation, the remaining provisions of this Agreement shall apply.

(2) Upon annexation, the subject property shall be rezoned to "R-2" General Residence District classification in accordance with the VILLAGE'S Zoning Ordinance; provided, however, the OWNER and all successor owners of any interest in the subject property shall be obligated, upon written direction from the VILLAGE, to petition for annexation and to submit a Plat of Annexation to the Village as provided herein.

(3) The OWNER will be permitted to connect the residence to be built on the subject property to the Village's ten inch (10") sanitary sewer in the Clyde Avenue right-of-way at the OWNER'S sole expense. The OWNER agrees to secure the necessary Village permits and pay all applicable connection fees and charges, including any recapture fees of record.

(4) OWNER shall be permitted, at the OWNER'S sole expense, to construct a water service for the subject property within the west half of the Clyde Avenue right-of-way from the VILLAGE'S six inch (6") watermain located on Wood Street. The OWNER agrees to secure the necessary VILLAGE and Township permits and pay all applicable connection fees and charges.

(5) The OWNER intends to construct a private driveway within the west half of the Clyde Avenue right-of-way to service the

subject property. The OWNER agrees to secure a permit and comply with all requirements of the Palatine Township Road District for said driveway. Upon annexation of the subject property and Clyde Avenue right-of-way, the Village may vacate that portion of the Clyde Avenue right-of-way between Wood Street and Wilson Street reserving easements for existing utilities and access to the subject property. If the right-of-way is not vacated, the OWNER hereby agrees to maintain all of the Clyde Avenue right-of-way, between Wood Street and Wilson Street, including grass cutting and driveway maintenance, and to hold the VILLAGE harmless for any and all liability claims of whatever kind or nature arising out of the use of said right-of-way. To accomplish this purpose the Village of Palatine shall be named as an additional insured on any homeowner's liability policy written on the premises and the insurer shall issue an endorsement for their hold harmless covenant.

(6) The OWNER agrees to comply with all applicable State, Illinois Department of Transportation Division of Water Resources (IDOT-DWR), VILLAGE, Metropolitan Water Reclamation District (MWRD) and Palatine Township Road District requirements and secure the necessary permits and pay all applicable fees and charges.

(7) The OWNER agrees to participate in, and not object to, a special assessment or special service area if the VILLAGE proceeds to create said assessment or service area for the purpose of constructing public improvements adjacent to, and for the benefit of, the subject property and/or adjacent properties.

(8) 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 OWNERS shall pay all applicable charges. After annexation the sewer and/or water usage rates shall be those established by ordinance for premises within the VILLAGE limits, and the OWNER shall pay all applicable charges.

(9) The VILLAGE agrees to enact such ordinances and resolutions as are necessary to affect the terms of this AGREEMENT. Following annexation, except as provided in this AGREEMENT, all ordinances, codes and other regulations of the Village shall be applicable to the subject property and the OWNER shall comply therewith.

(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 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 any interest in the subject property. This AGREEMENT shall be valid and binding for a period of twenty (20) years from the date of execution. A true copy of this Agreement shall be filed in the Office of the Recorder of Deeds of Cook County, Illinois, as notice of said requirement of all future owners.

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

VILLAGE OF PALATINE

Village President
Pro Tem

ATTEST:

Village Clerk

Paul Kott

Beth Kott

91459954

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, MARGARET R. DUER, do hereby certify that I am the duly elected, qualified and acting Clerk of the Village of Palatine, Cook County, Illinois, and that I am the keeper of the records, journals, entries, ordinances and resolutions of the said Village of Palatine.

I do further certify that the foregoing Ordinance is a true and correct copy of an ordinance passed and adopted by the Board of Trustees of the Village of Palatine as a Regular meeting held on the 12 day of March 19 91, and that said ordinance as aforesaid was deposited and filed in the office of the Village Clerk on the 12 day of March _____, 1991.

I do further certify that the original, of which the foregoing is a true copy, is entrusted to my care for safekeeping and that I am the keeper of the same.

I further certify that the vote of the Board of Trustees on the motion to adopt said ordinance was as follows:

AYES: 5 NAYS: 0 ABSENT: 1 PASS: 0

BY WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Palatine this _____day of _____19___ .

Margaret R. Duer
Margaret R. Duer
Palatine Village Clerk

(S E A L)

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