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VILLAGE OF LEMONT

ORDINANCE NO. 705

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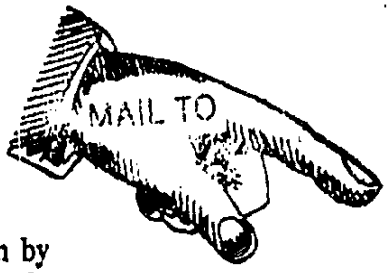
JAN 29 1992

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT FOR THE DEVELOPMENT KNOWN AS CARRIAGE RIDGE ESTATES

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

This 12 day of November, 1991.



Published in pamphlet form by authority of the President and Board of Trustees of the Village of Lemont, Cook, Will and DuPage Counties, Illinois, this 12 day of November, 1991.

VILLAGE OF LEMONT
418 Main Street
Lemont, Il 60439
(708)-257-1550

ORDINANCE NO. 705

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT FOR THE DEVELOPMENT KNOWN AS CARRIAGE RIDGE ESTATES

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, COUNTIES OF COOK, WILL AND DUPAGE, STATE OF 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 "CARRIAGE RIDGE ESTATES ANNEXATION AGREEMENT" dated the 12 day of November, 1991, as to 17.37 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.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS, on this 12 day of November, 1991.

	AYES	NAYS	PASSED	ABSENT
Richard Kwasneski	✓			
Kenneth S. Bromberek	✓			
Barbara Buschman	✓			
William Margalus	✓			
Ralph Schobert	✓			
Bert Ercoli	✓			

Charlene Smollen
CHARLENE SMOLLEN, Village Clerk

Approved by me this 12 day of November, 1991.

Joseph S. Forzley
JOSEPH S. FORZLEY, Village President

Attest:

Charlene Smollen
CHARLENE SMOLLEN, Village Clerk

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CARRIAGE RIDGE ESTATES ANNEXATION AGREEMENT

EXHIBIT

EXHIBIT	TITLE
A	Legal Description of Subject Property
B	Site Plan of Subject Property
C	Plat of Annexation of Subject Property

CARRIAGE RIDGE ESTATES ANNEXATION AGREEMENT

THIS AGREEMENT, made and entered into this 12 day of November, 1991, 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 91-1044 dated May 6, 1991, (hereinafter referred to as "OWNER") and CARRIAGE RIDGE PARTNERSHIP, 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 to develop the TERRITORY 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,

WHEREAS, OWNER/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:

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	46	48	17.37

The Development referred to above shall consist of 48 individual lots numbered 1 through 48 as depicted on the Final Plat of Subdivision. Lot 48 shall be dedicated to the Lemont Township Park District for recreational use and storm water detention and Lot 9 shall be dedicated to the Village of Lemont as a detention area. Lots 9 and 48 shall remain open space and be constructed according to plans and specifications approved by the Village Engineer.

III

WATER

1. OWNER/DEVELOPER shall extend the existing water main from such off-site

locations in accordance with the engineering plans and specifications to be approved by the VILLAGE Engineer.

2. It is the intent of this Agreement that the OWNER/DEVELOPER shall install off-site water mains 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 OWNER/DEVELOPER shall remain OWNER/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 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 Water Reclamation District of Greater Chicago.

The design and construction of the Sanitary Sewer shall be in accordance with engineering plans and specifications approved by the Village Engineer.

V

STORM WATER DETENTION

OWNER/DEVELOPER agrees to adhere to the Retention Policy of the VILLAGE

and the Metropolitan Water Reclamation District of Greater Chicago agrees to divert storm water as required by the VILLAGE Engineer. OWNER/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 on-site roadway and storm sewer system to prevent property damage during interim improvement construction. OWNER/DEVELOPER shall take precautionary measures to prevent storm water run-off from causing erosion and depositing silt in the Illinois and Michigan Canal and other tributary drainage ways.

The plans and specifications of the construction of this storm water detention shall meet the needs of the TERRITORY as established by the Metropolitan Water Reclamation District of Greater Chicago and the Village of Lemont.

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 OWNER/DEVELOPER shall be required to dedicate and improve 119th Street paralleling the Development.

VII

LANDSCAPE EASEMENT

The detention areas, including the landscaping thereof, shall be designed with the approval of the Village Engineer. OWNER/DEVELOPER shall grant to the VILLAGE a

permanent landscape easement around the detention facility in the dimensions set forth on the Carriage Ridge Estates Plat of Subdivision. A true and accurate copy of the Carriage Ridge Estates Plat of Subdivision is attached hereto as Exhibit B. Said landscape easement shall prohibit any fencing from being placed within the landscape easement.

VIII

FEES, BUILDING ORDINANCES, PERMITS AND GENERAL MATTER

The OWNER/DEVELOPER agrees to comply in all respects with all then applicable provisions of the VILLAGE Building Codes in connection with the construction of buildings in the TERRITORY. The OWNER/DEVELOPER further agrees to pay all fees, reimburse the VILLAGE for planning, engineering, and legal fees incurred as a result of the OWNER/DEVELOPER'S proposal and obtain all permits required by present and future VILLAGE Ordinances.

Upon execution of the Annexation Agreement and recording of the final Plat of Subdivision, the OWNER/DEVELOPER shall be authorized to secure a building permit for the construction of one model home on Lot 35 and one model home on Lot 36.

IX

VARIATIONS FROM THE SUBDIVISION ORDINANCES

Notwithstanding the terms of the Subdivision Ordinance, the OWNER/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, except that if not installed within two years from the date of this Agreement, the OWNER/DEVELOPER shall deposit in escrow sufficient funds to complete

the required sidewalks.

b) Types and sizes of tress shall be designated on a landscape plan approved by the VILLAGE but shall not be required until homes are constructed and ready for occupancy, except that if not installed within two years from the date of this Agreement, the OWNER/DEVELOPER shall deposit in escrow sufficient funds to complete the required plantings.

X

CONTRIBUTIONS

OWNER/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 OWNER/DEVELOPER shall make the following contributions:

High School District	$ 8,335.00
Elementary School District	23,515.00
Park District	28,082.00
Library	12,030.00
Village of Lemont Annexation Fee	11,500.00
TOTAL	$83,462.00

XI

APPROVAL OF APPLICATION

VILLAGE agrees to expeditiously take action to approve or disapprove all plats, plans and engineering submitted to VILLAGE by OWNER/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 OWNER/DEVELOPER in writing of the specific objection to any such submission so that

OWNER/DEVELOPER can make any required corrections or revisions.

XII

LETTERS OF CREDIT

In lieu of any bonds or cash escrow deposits for public improvements, the OWNER/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 or 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 OWNER/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 OWNER/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 OWNER/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.

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 OWNER/DEVELOPER of a properly executed Bill of Sale for all improvements contained within the dedication.

Upon acceptance of dedication of the VILLAGE, the OWNER/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 OWNER/DEVELOPER, so the OWNER/DEVELOPER may forthwith proceed to correct such violations as may exist. Moreover, the VILLAGE shall, insofar as possible, give advance notice to the OWNER/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 OWNER/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

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/DEVELOPER 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 of a defect in material and/or workmanship within said period, then said Bond shall not be returned until correction of said defect and acceptance by Village of said corrections.

XV

DAMAGE TO PUBLIC IMPROVEMENTS

OWNER/DEVELOPER shall replace and repair any damage to public improvements installed within, under or upon the subject realty resulting from constructions activities by OWNER/DEVELOPER, their successors or assigns and their employees agents, contractors or subcontractors during the term of this Agreement. OWNER/DEVELOPER shall have no obligation hereunder with respect to damage resulting from ordinary usage, wear and tear.

XVI

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: _____
PRESIDENT

ATTEST:

_____
VILLAGE CLERK

STATE BANK OF COUNTRYSIDE AS TRUSTEE UNDER TRUST # 91-1044 DATED MAY 6, 1991

BY: _____
SUSAN L. JUTZI, TRUST OFFICER

CARRIAGE RIDGE PARTNERSHIP, AN ILLINOIS GENERAL PARTNERSHIP

BY: _____

_____

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 CARRIAGE RIDGE PARTNERSHIP, by: Joseph Janas, 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 4 day of Nov., 1991.

Susan L. Cooper
Notary Public

My commission expires: _____

EXHIBIT 'A'

LEGAL DESCRIPTION

The Southerly 798.68 feet, as measured along the Easterly and Westerly lines, of the East 30 Acres of the Southwest quarter of the Southeast quarter of Section 21, Township 37 North, Range 11 East of the Third Principal Meridian, excepting therefrom that part dedicated for 119th Street, all in Cook County, Illinois.

EXHIBIT "B"