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Village President
DENNIS J. GALLIANO

Village Trustees
RONALD E. CIERNIEK
NANCY J. CZARNIK
CRAIG B. JOHNSON
JAMES P. PETRI
PAUL A. RETBERG
MICHAEL A. TOSTO

Village Clerk
PATRICIA S. SMITH

Village Manager
GARY F. PARRIN

STATE OF ILLINOIS)
COUNTIES OF COOK AND DU PAGE)

SS

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. DEPT-01 RECORDING 063.50
. T82222 TRAM 1564 11/16/94 14:51:00
. 06832 + KB *-94-972454
. COOK COUNTY RECORDER

CERTIFICATE OF CLERK

This is to certify that I, Patricia S. Smith, am the Village Clerk of the Village of Elk Grove Village, Cook and DuPage Counties, Illinois, and as such official am the custodian of the records and seal of said Village; and that the attached is a true and correct copy of Resolution No. 36-94, passed by the President and Board of Trustees of said Village at a meeting duly held on the 12th day of July, 1994, which Resolution No. 36-94 was approved by the Village President, all as appears from the official records which are in my custody.

Witness my hand and the official seal of said Village of Elk Grove Village this 27th day of September, 1994.

(SEAL)

Patricia S. Smith
Village Clerk of the Village of Elk Grove Village, Counties of Cook and DuPage, Illinois



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RESOLUTION NO. 36-94

**A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND
VILLAGE CLERK TO EXECUTE AN ANNEXATION AGREEMENT BETWEEN
THE VILLAGE OF ELK GROVE VILLAGE AND MANOR HEALTHCARE CORP.**

WHEREAS, on July 12, 1994, a public hearing was held pursuant to Chapter 24, Section 11-15.1-1 et seq. of the Illinois Revised Statutes to consider the approval of an Annexation Agreement between the Village of Elk Grove Village and Manor Healthcare Corp.; and

WHEREAS, as a result of the testimony and evidence presented at said public hearing, the President and Board of Trustees of the Village of Elk Grove Village and believe it to be in the best interest of the Village that the Annexation Agreement between the Village and Owner be approved.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Elk Grove Village, Counties of Cook and DuPage, Illinois as follows:

Section 1: That the Village President be and is hereby authorized to sign an Annexation Agreement between the Village of Elk Grove Village and Manor Healthcare Corp., a copy of which is attached hereto and made a part hereof and the Village Clerk is authorized to attest said documents upon the signature of the Village President.

Section 2: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

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VOTE: AYES: *5 NAYS: 0 ABSENT: **1 ABSTAIN: ***1

PASSED this 12th day of July, 1994.

APPROVED this 12th day of July, 1994.

Dennis J. Gallitano
VILLAGE PRESIDENT

ATTEST:

Talena J. Smith
VILLAGE CLERK

- * Trustees Ronald L. Chernick, Craig B. Johnson, James P. Petri, Michael A. Tosto,
President Dennis J. Gallitano
- ** Trustee Nancy J. Czarnik
- ***Trustee Paul A. Rettberg

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(M-146)
04090-022

Draft: 4/26/94
Redline: 6/13/94
Final: 7/07/94

ANNEXATION AGREEMENT

VILLAGE OF ELK GROVE VILLAGE

and

MANOR HEALTHCARE CORP.

and

AMERICAN MIDWEST BANK & TRUST,
Trustee under Trust Agreement dated
September 15, 1993, known as
Trust Number 6498

THIS DOCUMENT HAS BEEN PREPARED BY AND SHOULD BE RETURNED AFTER
RECORDING TO:

David E. Zajicek, Esq.
KECK, MAHIN & CATE
One Mid America Plaza, Suite 1000
Oakbrook Terrace, IL 60181

(708) 954-2105

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ANNEXATION AGREEMENT

THIS AGREEMENT is made and entered into this 15th. day of August, 1994, by and between the VILLAGE OF ELK GROVE VILLAGE, a municipal corporation of the County of Cook in the State of Illinois (the "Village"), MANOR HEALTHCARE CORP., a Delaware corporation ("Developer") and AMERICAN MIDWEST BANK & TRUST, Trustee under Trust Agreement dated September 15, 1993, known as Trust Number 6498 ("Owner") .

W I T N E S S E T H:

WHEREAS, Developer is the owner of record of the parcel of real estate legally described on EXHIBIT A attached hereto (the "Incorporated Property");

WHEREAS, the Incorporated Property is within the corporate limits of the Village and is zoned A-2 Multiple Family residence District, impressed with the benefit of a Special Use Permit pursuant to Ordinance 1956 passed and approved on March 22, 1988, permitting the construction and operation of a 120-Bed Nursing Home;

WHEREAS, Owner is the owner of record of the parcel of real estate legally described on EXHIBIT B attached hereto (the "Unincorporated Property"), which is adjacent to and immediately west of the Incorporated Property and is contiguous to the Village and not within the corporate limits of any municipality;

WHEREAS, Developer is the contract purchaser of the Unincorporated Property and intends to construct and operate a 56-Bed Alzheimer Care Living Facility partially on the

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Unincorporated Property and partially on the Incorporated Property and intends to construct and operate a 60-Bed Addition to the Nursing Home on the Incorporated Property;

WHEREAS, the Unincorporated Property is also described and shown on the Plat of Annexation filed in the Village Clerk's Office as EXHIBIT C (hereinafter referred to as the "Territory");

WHEREAS, the Territory constitutes property which is contiguous to and may be annexed to the Village as provided in the Illinois Compiled Statutes, 1992, 65 ILCS 5/7-1-8;

WHEREAS, the development of the Territory within the corporate limits of the Village as provided for herein would be beneficial to the Village in that such development would increase the tax base of the Village, would promote the sound planning and development of the Village, would extend the Village's jurisdiction over the Territory thereby protecting the Village from possible undesirable or inharmonious uses and development, and would otherwise enhance and promote the general welfare of the Village;

WHEREAS, the parties hereto desire, pursuant to the applicable provisions of the Illinois Compiled Statutes, 1992, 65 ILCS 5/11-15.1.1 et. seq.) and the Ordinances of the Village, to enter into an agreement with respect to the annexation of the Territory and with respect to various other matters related thereto;

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WHEREAS, the Village acknowledges that the Territory is less than 2.0 acres and that it is not subject to review by the North Cook County Soil and Water Conservation District;

WHEREAS, Developer has furnished the Illinois Department of Conservation, Division of Natural Heritage, with all necessary information and said Division has determined that there are no threatened or endangered species or natural areas located within the vicinity of the Territory;

WHEREAS, the Village has notified the Trustees of the Roselle Fire Protection District, the Schaumburg Township Commissioner of Highways and the Trustees of Schaumburg Township and will file affidavits of such service of notice with the Recorder of Deeds for Cook County in accordance with applicable provisions of the Illinois Municipal Code, and will comply with all other additional requirements of the Illinois Municipal Code;

WHEREAS, public hearings before the Village Plan Commission relating to the zoning amendments and variations to the Village's Zoning Ordinance and the granting and amending of Special Use Permits thereunder, all as requested herein with respect to the Territory and the Incorporated Property, have been held pursuant to proper notice on March 30, 1994, published by the Village in the DesPlaines Journal ~~Daily Herald~~, a newspaper of general circulation within the Village, and pursuant to notice given by the Village to surrounding property owners and posted by Developer as required by the Village's Zoning Ordinance;

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WHEREAS, public hearings before the President and Board of Trustees of the Village with regard to this Agreement have been held pursuant to proper notice published on June 27, 1994, by the Village in the Daily Herald, a newspaper of general circulation within the Village and pursuant to notice given by the Village to surrounding property owners and posted by Developer as required by the Village's Zoning Ordinance;

WHEREAS, the Plan Commission has recommended to the Corporate Authorities of the Village that the Property be zoned as hereinafter set forth, that Special Use Permits and Amendments to Special Use Permits be granted as hereinafter set forth, and that certain variations to the Village's Zoning Ordinance be granted as hereinafter set forth with respect to the Territory and the Incorporated Property so both properties can be developed and operated by Developer as a 180-Bed Nursing Home and a 56-Bed Alzheimer Care Living Facility on the same zoning lot and subdivision lot;

WHEREAS, Owner has presented to the Village Clerk and the Corporate Authorities of the Village a duly executed Petition for Annexation of the Unincorporated Property;

WHEREAS, the Corporate authorities of the Village have considered the annexation and have determined that the best interests of the Village will be met if the Territory is annexed to the Village and the Territory and the Incorporated Property are zoned and developed in accordance with the provisions of this Agreement and, by the affirmative vote of at least two-third's of

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the Corporate Authorities, has approved this Agreement and has authorized the President and Clerk of the Village to execute this Agreement.

NOW, THEREFORE, in consideration of the foregoing preambles which are hereby incorporated into and made a part of this Agreement and of the mutual covenants hereinafter contained, the parties mutually agree as follows:

I

ANNEXATION/FUTURE COMPLIANCE

The Village, Developer and Owner shall do all things necessary or appropriate to cause the Territory to be validly annexed to the Village at the regular meeting of the Board of Trustees of the Village concurrently with the execution of this Agreement, including the enactment of such resolutions and ordinances as may be necessary to cause the Village to comply with the terms of this Agreement, including the granting of any Zoning Ordinance amendments or variations, Special Use Permits, Special Use Permit amendments or Subdivision Control Ordinance amendments or variations to permit Owner to develop the Territory and the Unincorporated Property in accordance with the terms of this Agreement.

II

ZONING

In accordance with Article I, above, the Village shall amend the Comprehensive Plan and Official Map and Zoning Map of the Village by the adoption of an ordinance classifying and

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zoning the Territory as A-2 Multiple Family Residential District, so that the uses shown on the Preliminary Site Plan filed in the Village Clerk's Office as EXHIBIT D, defined in Section 3.01, below, may be developed as Permitted Uses thereunder in accordance with this Agreement.

III

APPROVAL OF DEVELOPMENT PLANS

3.01 The Village hereby approves and Developer hereby agrees to develop the Territory and the Unincorporated Property in substantial conformance with the Preliminary Site Plan (prepared by Manhard Consulting Ltd. [one sheet], with latest revision date of June 23, 1994) and the Landscape Development Plan and North Property Line Landscaping Detail (prepared by Manhard Consulting Ltd. [two sheets], with latest revision date of June 10, 1994), collectively the "Site Plans," copies of which are on file with the Village Clerk's Office as EXHIBIT D and EXHIBIT E, respectively.

3.02 The Territory and the Incorporated Property shall constitute a one lot subdivision as shown on the Final Plat of Subdivision for Americana Subdivision (prepared by Manhard Consulting Ltd. [one sheet], with latest revision date of January 19, 1994), a copy of which is on file in the Village Clerk's Office as EXHIBIT F and which is hereby approved by the Village .

3.03 The Site Plans shall govern the location of buildings and structures; provided, however, that building

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locations and total square footage may be adjusted within a five (5) foot envelope around each building site shown on the Site Plans so long as applicable building setback lines and floor area ratios as set forth in the Village Zoning Ordinance are not violated.

IV

VARIATIONS

4.01 Zoning Ordinance. The Zoning Ordinance of the Village shall be deemed modified and varied with respect to the Territory and the Incorporated Property pursuant to public hearing before the Plan Commission as follows: Article 3, Section 3.42. Two principal buildings, namely, a 180-Bed Nursing Home and a 56-Bed Alzheimer Care Living Facility shall be permitted on the same zoning lot and subdivision lot.

V

DEVELOPMENT OF THE PROPERTY

5.01 Engineering Plans. Upon development of the Territory and the Incorporated Property, all engineering improvements on the Territory and Incorporated Property shall be constructed by Developer in substantial conformance with the Preliminary Engineering Plan (prepared by Manhard Consulting Ltd. [one sheet], with latest revision date of June 23, 1994), covering all streets, street lights, sidewalks, sanitary sewers, water mains, storm water sewers and storm water detention ponds (the "Engineering Plans") on file in the Village Clerk's Office as EXHIBIT G, which the Village hereby approves.

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5.02 Applicable Municipal Ordinances. Except as otherwise specifically provided herein, all land development and construction on the Territory and the Incorporated Property shall be in accordance with municipal ordinances and building codes then in effect in the Village at the time of application for any permit relating thereto.

5.03 Recapture Agreements/Off-Site Public Improvements. The Village represents and warrants to Developer and Owner that (i) there are no rebate or recapture obligations applicable to the Territory or the Incorporated Property or payable by Developer or Owner, and (ii) no off-site public improvements in the nature of sanitary sewer treatment capacity, sanitary sewer lines, water storage tanks, water lines, storm water lines, public road improvements, or the like are required to service the Territory or the Incorporated Property for the uses described herein.

5.04 Signs. The Developer and Owner shall be permitted to install signs that conform with the Village's sign ordinance. Variations for signs that do not conform with the said ordinance will be considered by the Board of Trustees of the Village.

VI

MISCELLANEOUS

6.01 Enforceability. This Agreement shall be enforceable in any court of competent jurisdiction by any party hereto by an appropriate action at law or in equity to secure the

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performance of the covenants, agreements, conditions and obligations of each party to this Agreement. The parties agree that an injunction preventing or requiring certain action by any of the parties under the Agreement may be appropriate and do hereby consent and agree to the jurisdiction of a court of equity for such purposes.

6.02 Severability. If any of the covenants, conditions or terms of this Agreement shall be found void or unenforceable for whatever reason by any court of law or of equity, then every other covenant, condition or term hereof shall remain valid and binding provided in such event the parties shall to the fullest extent possible modify such void or unenforceable covenant, condition or term to the extent required to carry out the general intention of this Agreement and to impart validity to such covenant, condition or term.

6.03 Notice. Any notice or demand provided for herein or given pursuant to this Agreement shall be in writing and sent by United States certified mail, return receipt requested, postage prepaid, or given by personal delivery to the parties as follows:

To Village: Village of Elk Grove Village
Attention: Village Manager
901 Wellington Avenue
Elk Grove Village, IL 60007

To Developer: Manor Healthcare Corp.
Attention: David B. Lanning
10750 Columbia Pike
Silver Spring, MD 20901

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Copy to: Mr. Edward A. Kubis
Manor Healthcare Corp.
10750 Columbia Pike
Silver Spring, MD 20901

Copy to: David E. Zajicek, Esq.
Keck, Mahin & Cate
One Mid America Plaza, Suite 1000
Oakbrook Terrace, IL 60181

To Owner: Cornelius F. Riordan
McNeela & Griffin, Ltd.
175 West Jackson Boulevard
Chicago, IL 60604

or at such other address or addresses as a party may designate from time to time by like notice to the other. Any notice served by certified mail shall be deemed given on the second business day after the day mailed.

6.04 Term. This Agreement shall be valid and binding for a period of ten (10) years from the date of execution of this Agreement by the Village.

6.05 Benefits. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns or grantees and upon any successor municipal authorities of the Village and upon any successor municipalities.

6.06 Amendment. This Agreement may be amended from time to time with the consent of the parties pursuant to the statute in such cases made and provided. Notwithstanding anything herein to the contrary, however, the Site Plans and any portion thereof, including any provision of the Zoning Ordinance or Subdivision Control Ordinance of the Village, as the same may apply to the Territory or the Incorporated Property, may be amended, changed or otherwise modified by Developer and the

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Village without the necessity of amending this Agreement as provided above, if said amendment, change or modification is approved by the Village pursuant to the applicable procedural requirements provided for such amendment, change or modification as contained in the Zoning Ordinance and Subdivision Control Ordinance of the Village, as the case may be.

6.07 General Fees. The Village agrees to charge the Developer or Owner such building fees, utility connection fees, tap-on charges, engineering fees, hearing fees, notice fees and similar fees, as are generally enforced in the Village, and in accordance with its general ordinances applicable at the date that the permit fee is applied for and required. In addition, Municipal Purpose Fund fees of \$500.00 per acre amounting to \$950.00 shall be paid to the Village upon annexation.

6.08 Other Fees. The parties agree that in lieu of public land dedication to the Village equal to ten percent (10.0%) of the area of the Territory to be annexed hereunder, Developer shall pay the Village upon its execution of this Agreement, the sum of \$31,000, which equals ten percent (10.0%) of the purchase price of the Territory paid by Developer to Owner.

6.09 Failure of Developer to Acquire Title. Notwithstanding anything herein to the contrary, if Developer fails to acquire title to the Territory pursuant to its Contract For The Purchase of Real Estate with Owner, dated June 30, 1993, this Annexation Agreement may be declared null and void upon

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notice to the Village by Developer or by Owner with Developer's consent.

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

VILLAGE OF ELK GROVE VILLAGE, a municipal corporation of the County of Cook, State of Illinois,

ATTEST:

Patricia J. Rossi
Village Clerk

By: *Dennis J. Galliano*
Village President

MANOR HEALTHCARE CORP.

ATTEST:

Ernest A. Conroy
Assistant Secretary

By: *Donald E. Kellman*
Vice President

AMERICAN MIDWEST BANK & TRUST,
Trustee under Trust Agreement dated
September 15, 1993, known as Trust
Number 6498 as Trustee and not personally.

By: *Patricia J. Rossi*
Trust Officer

ATTESTED:

Ernest A. Conroy
Assistant Secretary

executed and delivered by the AmericanMidwest Bank, not in individual capacity, but solely in the capacity herein described for the purpose of binding the herein described property, and subject to the express condition, anything herein to the contrary notwithstanding, that no personal liability or responsibility is assumed by the AmericanMidwest Bank, by virtue hereof, all such personal liability, if any being expressly waived and released by all other parties hereto, and those claiming through or under them.

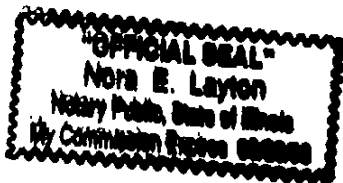
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Dennis J. Gallitano personally known to me to be the v/g President of the VILLAGE OF ELK GROVE VILLAGE, a municipal corporation of the County of Cook State of Illinois, and Patricia S. Smith personally known to me to be the v/g Clerk of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such v/g President and v/g Clerk, they signed and delivered the said instrument as v/g President and v/g Clerk, pursuant to authority, given by the Board of Trustees of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 27 day of September, 1994.

(SEAL)



Nora E. Layton
Notary Public

Commission expires May 28, 1998

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STATE OF MARYLAND)
) SS.
COUNTY OF Montgomery)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that DONALD E. FELTMAN personally known to me to be the VICE President of MANOR HEALTHCARE CORP., a Delaware corporation, and EVERETT F. CASEY personally known to me to be the ASSISTANT Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such VICE President and ASSISTANT Secretary, they signed and delivered the said instrument as VICE President and ASSISTANT Secretary of said corporation, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official this 22nd day of August, 1994.

Mary H. Fenton
Notary Public

Commission expires 3/23, 1998

MARY H. FENTON
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires March 23, 1998

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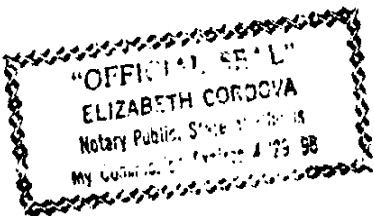
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County and State aforesaid DOES HEREBY CERTIFY that Patricia J. Rossi Trust Officer of Trust Number 6498 of American Midwest Bank & Trust, Trustee under Trust Agreement dated September 15, 1993, and Priscilla J. Pearce - Assistant Secretary 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 and as the free and voluntary act of American Midwest Bank and Trust as Trustee aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 15th. day of August, 1994.

[Signature]
Notary Public

Commission Expiration: _____



Property of Cook County Clerk's Office

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ANNEXATION AGREEMENT
VILLAGE OF ELK GROVE
and
MANOR HEALTHCARE CORP.
and
AMERICAN MIDWEST BANK & TRUST,
Trustee under Trust Agreement dated
September 15, 1993, known as
Trust Number 6498

EXHIBIT LIST

ATTACHED

- A. Legal Description - Incorporated Property
- B. Legal Description - Unincorporated Property
- ON FILE WITH VILLAGE
- C. Plat of Annexation
- D. Preliminary Site Plan (1 sheet) - Latest Revision
Date 6/23/94
- E. Landscape Plan and North Property Line Landscaping Detail
(2 sheets) - Latest Revision Date 6/10/94
- F. Final Plat of Subdivision - Latest Revision Date 1/19/94
- G. Preliminary Engineering Plan (1 Sheet) - Latest Revision
Date 6/23/94

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EXHIBIT A
INCORPORATED PROPERTY

LEGAL DESCRIPTION

PARCEL 1:

The East 111.75 feet of the West 995.25 feet (both measured along the South line of Section) of the South ½ of the South West ¼ of the North East ¼ of Section 35, Township 41 North, Range 10, East of the Third Principal Meridian, excepting that part of the South 50.0 feet thereof conveyed to the County of Cook, Department of Highways, by deed recorded March 5, 1987 as Document 87 12 1349 in Cook County, Illinois.

PARCEL 2:

The East 111.75 feet (except the East 155.875 feet thereof) of the South ½ of the South West ¼ of the North East ¼ of Section 35, Township 41 North, Range 10, East of the Third Principal Meridian, excepting the South 50.0 feet thereof conveyed to the County of Cook, Department of Highways, by deed recorded March 5, 1987 as Document 87 12 1349 in Cook County, Illinois

Property of Cook County Clerk's Office

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EXHIBIT B

UNINCORPORATED PROPERTY

Legal Description

THE NORTH 250.00 FEET (AS MEASURED ALONG THE WEST LINE OF MANOR CARE SUBDIVISION) OF THE EAST 331.75 FEET OF THE WEST 663.50 FEET (AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 35) OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF AND ALONG LOT 1 IN MANOR CARE SUBDIVISION RECORDED SEPTEMBER 21, 1988, AS DOCUMENT NO. 83433300, IN COOK COUNTY, ILLINOIS.

P.I.N. 07-35-200-006

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