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COOK COUNTY RECORDER

VILLAGE OF LEMONT

ORDINANCE NO. 903

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN
ANNEXATION AGREEMENT FOR A 10 ACRE PARCEL
GENERALLY LOCATED SOUTH OF 127th STREET
AND WEST OF ARCHER AVENUE
(Fricker and St. Matthews Evangelical Lutheran Church)

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

This 11th day of September, 1995.

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 11th day
of September, 1995.

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ORDINANCE NO. 903

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN
ANNEXATION AGREEMENT FOR A 10 ACRE PARCEL
GENERALLY LOCATED SOUTH OF 127th STREET
AND WEST OF ARCHER AVENUE
(Fricker and St. Matthews Evangelical Lutheran Church)**

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

WHEREAS, a copy of said Annexation Agreement has been attached hereto and included herein; 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, DuPAGE, AND WILL, 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 "KENNETH and JOANNE FRICKER AND ST. MATTHEWS EVANGELICAL LUTHERAN CHURCH ANNEXATION AGREEMENT" dated the 17th day of September 1995, (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, DuPAGE, AND WILL, ILLINOIS, on this 17th day of September, 1995.

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AYES NAYS PASSED ABSENT

Barbara Buschman
Alice Chin
Keith Latz
Connie Markiewicz
Rick Rizzo
Ralph Schobert

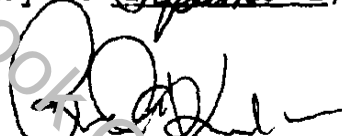
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CHARLENE SMOLLEN, Village Clerk

Approved by me this 11th day of September, 1995.



RICHARD A. KWASNESKI, Village President

Attest:



CHARLENE SMOLLEN, Village Clerk

Mail to:
Village Clerk
Village of Lemont
418 Main Street
Lemont, IL 60439



22-33-200-002;

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ANNEXATION AGREEMENT

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EXHIBITS

<u>EXHIBIT</u>	<u>TITLE</u>
A	Legal Description of Parcel 1
B	Legal Description of Parcel 2
C	Plat of Annexation for Parcel 1
D	Legal Description of Public Works Site
E	Intercounty Title Company of Illinois Title Commitment No. S1423696

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ANNEXATION AGREEMENT

This ANNEXATION AGREEMENT, made and entered into as of the 11th day of September, 1995, between the VILLAGE OF LEMONT, a municipal corporation of the Counties of Cook, DuPage and Will, in the State of Illinois (hereinafter referred to as "VILLAGE"), and property owners KENNETH and JOANNE FRICKER (hereinafter referred to as "OWNER OF RECORD"), and Contract Purchaser, ST. MATTHEW EV. LUTHERAN CHURCH OF LEMONT, an Illinois not-for-profit corporation (hereinafter referred to as "ST. MATTHEW").

WITNESSETH:

WHEREAS, the OWNER OF RECORD owns two parcels of real estate, the legal descriptions of which are attached as Exhibit "A" (herein referred to as "Parcel 1") and Exhibit "B" (herein referred to as "Parcel 2") and by this reference made a part hereof. Parcel 1 and Parcel 2 are hereinafter sometimes collectively referred to as the "TERRITORY"; and

WHEREAS, the OWNER OF RECORD and ST. MATTHEW have entered into an agreement for the sale of Parcel 1 and an option to purchase Parcel 2; and

WHEREAS, the OWNER OF RECORD and ST. MATTHEW have submitted to the VILLAGE a Petition for Annexation; and

WHEREAS, the parties desire that the TERRITORY, when made contiguous to a VILLAGE boundary, be annexed to the VILLAGE on the terms and conditions hereinafter set forth; and

WHEREAS, the OWNER OF RECORD, ST. MATTHEW and the 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, resulting from this annexation shall extend to the far side of every highway and shall include all of every highway so annexed; and

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WHEREAS, the VILLAGE has identified a portion of Parcel 1 of the TERRITORY, consisting of approximately 1.25 acres, as a site for future expansion of the adjacent VILLAGE Public Works Department building and grounds, including a new community water well site; and

WHEREAS, ST. MATTHEW is willing to cause the conveyance by OWNER OF RECORD of said 1.25 acre portion of Parcel 1 to the VILLAGE for the consideration set forth in this Agreement; and

WHEREAS, the parties desire, pursuant to 15 ILCS 5/11-15.1-1, to enter into an agreement with respect to annexation of the TERRITORY and various other matters; and

WHEREAS, pursuant to the provisions of the Statute, the Corporate Authorities of said VILLAGE have duly fixed a time for and held a hearing on the Annexation Agreement and has given notice of said hearing; and

WHEREAS, the Corporate Authorities of the VILLAGE have considered the annexation 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 this 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 Article 7 of the Illinois Municipal Code, and subject to ST. MATTHEW closing on the sale and purchase of Parcel 1 of the TERRITORY, the parties hereto respectively agree to do all things necessary or appropriate to cause Parcel 1 of 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 Parcel 1 of the TERRITORY is attached hereto as Exhibit "C". Said Plat extends to the far side of any adjacent highway and includes all of every highway within Parcel 1 of the TERRITORY so annexed.

3. Parcel 2 of the TERRITORY will be annexed to the VILLAGE, only in the event ST. MATTHEW exercises its option to purchase Parcel 2, or the VILLAGE exercises its right-of-first refusal as set forth in Article IV below. A Plat of Annexation for Parcel 2 shall be prepared at the time of said annexation by either the VILLAGE or ST. MATTHEW depending upon the ownership of Parcel 2.

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II. ZONING AND LAND USE

1. Upon annexation of the TERRITORY, or any part thereof, to the VILLAGE, the VILLAGE shall adopt an ordinance which classifies the TERRITORY, or any part thereof, as R-4 Single-Family Residence District and amends the official Zoning Map of the VILLAGE accordingly.

2. Upon annexation of the TERRITORY, or any part thereof, to the VILLAGE, the VILLAGE shall adopt an ordinance granting a special use permit to allow the establishment of a "Church, and Church-Related Uses," subject to the following conditions:

A. Permitted Uses. "Church, and Church-Related Uses" shall include the following uses, which may be housed in one or more buildings:

- (i) A Ministry Center, i.e., rooms and facilities used for organizational meetings, counseling, religious instruction, social activities, and offices;
- (ii) A Worship Center, i.e., rooms and facilities used for public assembly and worship;
- (iii) Adult day care;
- (iv) Pre-school and/or children's day care;
- (v) Recreational buildings and structures;
- (vi) Banquet hall or banquet room;
- (vii) School;
- (viii) Parsonage and/or staff housing; and
- (ix) Other uses customarily incident to a church or house of worship, including, but not limited to, physical plant, garages, storage sheds, library, theater, kitchen and cafeteria.

Additionally, until future development of the TERRITORY in accordance with this Agreement, ST. MATTHEW shall be allowed to farm (or lease to a third party for farming) the TERRITORY, or any part thereof.

B. Development Regulations. Future development of the "Church, and Church-Related Uses" shall be in accordance with the VILLAGE Zoning Ordinance No. 426, the Building Code of the VILLAGE, and any other applicable ordinances of the VILLAGE, as amended from time to time.

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3. ST. MATTHEW and the VILLAGE agree that no portion of the TERRITORY shall developed unless an acceptable final plat of subdivision or (if the proposed development is a unified development not requiring subdivision) a site plan, including final engineering plans and specifications, has been submitted to and approved by the VILLAGE, in accordance with the Zoning Ordinance, Subdivision Regulations and other applicable ordinances of the VILLAGE. Said subdivision plans or site plans shall demonstrate conformity of the building and development proposal to all applicable VILLAGE ordinances. Provided, however, that any site plan review for uses consistent with this Article II shall only require review by VILLAGE staff and shall not require further public hearings.

III.

CONVEYANCE OF A PORTION OF PARCEL 1 OF THE TERRITORY TO THE VILLAGE

1. Subject to the provisions of this Article III, at the closing of the sale and purchase of Parcel 1 of the TERRITORY between ST. MATTHEW and OWNER OF RECORD, OWNER OF RECORD shall convey to the VILLAGE by a general Warranty Deed a portion of Parcel 1 containing approximately 1.25 acres in area generally located at the northeast corner of Parcel 1. Said 1.25 acres is legally described on Exhibit "D" attached hereto and made a part hereof (hereinafter referred to as the "Public Works Site"). The VILLAGE shall use the Public Works Site for a future Public Works Department building and grounds, including community water supply facilities.

2. Conveyance of the Public Works Site shall be subject to the conditions, as applicable to the Public Works Site, stated in Intercounty Title Company of Illinois Commitment No. S1423696, dated July 27, 1995 (excepting therefrom Schedule B, Items Nos. 2 and 4), a copy of which is attached hereto as Exhibit "E". The Exhibit "E" Title Commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the Owner's Policy, subject only to the exceptions as stated therein. Except for the Warranty Deed, an Affidavit of Title and Real Estate Revenue Declarations, as required, neither OWNER OF RECORD or ST. MATTHEW shall have any obligation to provide VILLAGE any other documents to convey the Public Works Site to the VILLAGE.

3. As consideration for the conveyance of the Public Works Site to the VILLAGE, including consideration for all environmental, engineering, archeological and legal due diligence work, as well as contract preparation and closing work completed by ST. MATTHEW in reviewing and acquiring Parcel 1 of the TERRITORY, the Village shall:

A. Deposit the sum of EIGHTY-EIGHT THOUSAND THREE HUNDRED FIFTY-THREE AND 32/100 DOLLARS (\$88,353.32) by wire

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transfer of funds or Cashier's Check into the Closing Escrow at Intercounty Title Company of Illinois on the date of the closing of Parcel 1 of the TERRITORY between ST. MATTHEW and OWNER OF RECORD;

B. Waive all fees, costs and expenses which would have normally and customarily been paid by ST. MATTHEW in connection with the annexation, rezoning and granting of a special use permit for Parcel 1 of the TERRITORY. Said waiver of fees and costs is intended to be all-inclusive, including, but not limited to, application fees, hearing fees, public notice fees, staff review fees, recording fees, VILLAGE attorney fees, and the like. Additionally, VILLAGE and ST. MATTHEW shall each pay a pro-rata share of the cost of the preparation of the Exhibit "C" Plat of Annexation for Parcel 1 of the TERRITORY.

IV.

VILLAGE DEVELOPMENT OF PUBLIC WORKS SITE

1. The VILLAGE shall develop the Public Works Site in a manner that will provide substantial landscape screening and buffering to adequately screen the Public Works Site from the remainder of Parcel 1 of the TERRITORY to be developed by ST. MATTHEW. Such screening shall include visual screening and buffering and, if necessary, in the reasonable judgment of ST. MATTHEW, sound mitigation screening and buffering as well. ST. MATTHEW shall have the right to reasonably approve VILLAGE's landscaping, screening and buffering plans prior to VILLAGE's development of the Public Works Site.

2. VILLAGE represents to OWNER that any development on, and use of, the Public Works Site by VILLAGE will not, subject to normal building and zoning code regulations, restrict or limit ST. MATTHEW's development and use of the remainder of Parcel 1 of the TERRITORY.

V.

VILLAGE AND ST. MATTHEW RIGHTS-OF-FIRST REFUSAL

1. ST. MATTHEW, as of the date of this Agreement, has entered into an option agreement with OWNER OF RECORD to purchase approximately 3.9 acres of property for the price of THREE HUNDRED THOUSAND AND 00/100 DOLLARS (\$300,000.00), plus or minus applicable prorations. Said Parcel 2 is legally described on Exhibit "B". If ST. MATTHEW should decide not to exercise the option, it shall provide notice to the VILLAGE not less than sixty (60) days prior to the expiration date of the option to purchase. Upon such notification, the VILLAGE shall have thirty (30) days to determine whether a public purpose exists for the purchase of Parcel 2. If the VILLAGE determines that a public purpose does exist, it shall notify ST. MATTHEW of the same in writing and simultaneously provide the full amount of the purchase price to ST. MATTHEW. ST. MATTHEW shall then exercise the option and direct OWNER OF RECORD

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to convey Parcel 2 to the VILLAGE. All costs, including closing costs and attorneys' fees, associated with the purchase of Parcel 2 shall be the responsibility of VILLAGE.

2. In the event VILLAGE shall decide, at any time hereafter, to sell either the Public Works Site or (assuming it has acquired same) Parcel 2 of the TERRITORY, it shall first offer in writing the purchase of either the Public Works Site and/or Parcel 2 to ST. MATTHEW. Thereupon, ST. MATTHEW shall have thirty (30) days to determine that if it desires to purchase either the Public Works Site or Parcel 2 and so notify VILLAGE in writing. Thereupon, ST. MATTHEW and VILLAGE shall have an additional fifteen (15) days to enter into an acceptable written contract for the sale and purchase of said Parcel(s). In the event ST. MATTHEW does not exercise its right-of-first refusal or ST. MATTHEW and the VILLAGE are unable to enter into a written contract in the manner described herein, then, and in that event, ST. MATTHEW'S right-of-first refusal shall be terminated.

VI.

EASEMENTS AND RIGHTS-OF-WAY

1. ST. MATTHEW agrees to grant to the VILLAGE and other governmental units, easements for utilities, drainage, access and other public purposes as necessary upon approval of development plans.

2. ST. MATTHEW agrees to dedicate to the public fifty (50) feet of right-of-way along the 127th Street and Archer Avenue frontages of the TERRITORY, measured from the centerline of the roadways to the TERRITORY.

VII.

FEES, BUILDING ORDINANCES, PERMITS AND GENERAL MATTERS

ST. MATTHEW agrees to comply in all respects with all then applicable provisions of the VILLAGE Building Codes in connection with the construction of buildings or structures in the TERRITORY. Except for the fees abated by this Agreement, ST. MATTHEW further agrees to pay all fees and reimbursable expenses incurred as a result of ST. MATTHEW'S proposal and obtain all permits required by present and future VILLAGE ordinances.

VIII.

FUTURE RESIDENTIAL DEVELOPMENT - CONTRIBUTIONS AND ANNEXATION FEE

If ST. MATTHEW, or any successor in title to ST. MATTHEW, develops any portion of the TERRITORY for residential subdivision purposes, not consistent with Article II of this Agreement, ST. MATTHEW, or its successor in title, shall make cash contributions and pay an annexation fee, at the time a final plat of subdivision

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is filed with the VILLAGE, in accordance with the ordinances of the VILLAGE.

IX.

APPROVAL OF PLANS

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

X.

NOTICE OF VIOLATIONS

The VILLAGE will issue no stop work orders directing work stoppage on the building or parts of the project without giving notice of the section of the Code allegedly violated by ST. MATTHEW, so ST. MATTHEW may forthwith proceed to correct such violations as may exist. Moreover, ST. MATTHEW 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 employed on or near the site. The VILLAGE shall provide ST. MATTHEW notice as required by statute of any matter, such as public hearings, proposed building code changes and policy changes or other matters which may affect the TERRITORY or development of it under this Agreement.

XI.

DAMAGE TO PUBLIC IMPROVEMENTS

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

XII.

TERMS OF THIS AGREEMENT - COVENANT RUNNING WITH THE LAND

This Agreement constitutes a covenant running with the land and binding upon all grantees, successors and assigns for a period of twenty (20) years. The parties agree that the TERRITORY shall be developed only in accordance with the plan as shown on the

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preliminary plat of subdivision, as approved or as subsequently amended and approved by the VILLAGE.

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 Authorities Thereof

OWNER OF RECORD

By: 
President


KENNETH FRICKER

Attest: 
Village Clerk



JOANNE FRICKER

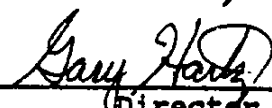
ST. MATTHEW EV. LUTHERAN
CHURCH OF LEMONT, an Illinois
not-for-profit corporation

By: 
Director

By: 
Director

By: 
Director

By: 
Director

By: 
Director

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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 Authorities Thereof

OWNER OF RECORD

By:



President



KENNETH FRICKER

Attest:



Village Clerk



JOANNE FRICKER

ST. MATTHEW EV. LUTHERAN
CHURCH OF LEMONT, an Illinois
not-for-profit corporation

By:



Director

By:



Director

By:



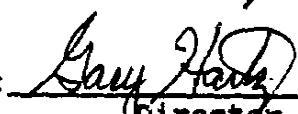
Director

By:



Director

By:



Director

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STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named JOANNE FRICKER, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21st day of September, 1995.

Richard J. Skrodzki

Notary Public

"OFFICIAL SEAL"

RICHARD J. SKRODZKI

Notary Public, State of Illinois

My Commission Expires Dec. 7, 1998

Commission Expires: 12/7/98

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named KENNETH FRICKER, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21st day of September, 1995.

Richard J. Skrodzki

Notary Public

"OFFICIAL SEAL"

RICHARD J. SKRODZKI

Notary Public, State of Illinois

My Commission Expires Dec. 7, 1998

Commission Expires: 12/7/98

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STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that John Poellot, Dina M. Grube, John Madsen, Bonnie Jakusz and Gary Hartz, personally known to me to be the Directors of ST. MATTHEW EV. LUTHERAN CHURCH OF LEMONT, an Illinois not-for-profit 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 Directors they signed and delivered the said instrument, 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 notarial seal this 20th day of September, 1995.

Richard J. Skrodzki

Notary Public
RICHARD J. SKRODZKI
Notary Public, State of Illinois
My Commission Expires Dec. 7, 1998

Commission Expires: December 7, 1998

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for said County and State DO HEREBY CERTIFY that RICHARD A. KWASNIEWSKI and CHARLENE M. SMOLLEN, personally known to me to be the Village President and Village Clerk of the VILLAGE OF LEMONT, 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 Village President and Village Clerk, they signed and delivered the said instrument as Village President and Village Clerk of said VILLAGE OF LEMONT, and caused the corporate seal of said corporation to be affixed thereto, pursuant to the authority granted by the Corporate Authorities of the VILLAGE OF LEMONT as their free and voluntary act, and as the free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 11th day of September, 1995.

Rosemay Yates

Notary Public

My Commission Expires

“OFFICIAL SEAL”
ROSEMARY YATES
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/12/96

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EXHIBIT "A"
TO
ANNEXATION AGREEMENT BETWEEN THE VILLAGE
OF LEMONT, KENNETH AND JOANNE FRICKER AND
ST. MATTHEW EV. LUTHERAN CHURCH OF LEMONT

LEGAL DESCRIPTION OF PARCEL 1 (10 ACRES)

THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF
SECTION 33, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD
PRINCIPAL MERIDIAN, LYING NORTHWESTERLY OF THE CENTER LINE OF
ARCHER ROAD, IN COOK COUNTY, ILLINOIS.

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EXHIBIT "B"
TO

ANNEXATION AGREEMENT BETWEEN THE VILLAGE
OF LEMONT, KENNETH AND JOANNE FRICKER AND
ST. MATTHEW EV. LUTHERAN CHURCH OF LEMONT

LEGAL DESCRIPTION OF PARCEL 2 (3.95 ACRES)

THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE
NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 11, EAST OF
THE THIRD PRINCIPAL MERIDIAN, LYING NORTHWESTERLY OF THE CENTER
LINE OF ARCHER ROAD (EXCEPT THE WEST 1/4 ACRE THEREOF), IN COOK
COUNTY, ILLINOIS.

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EXHIBIT "C"
TO
ANNEXATION AGREEMENT BETWEEN THE VILLAGE
OF LEMONT, KENNETH AND JOANNE FRICKER AND
ST. MATTHEW EV. LUTHERAN CHURCH OF LEMONT

SEE ATTACHED
PLAT OF ANNEXATION FOR PARCEL 1 (10 ACRE PARCEL)

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96310370

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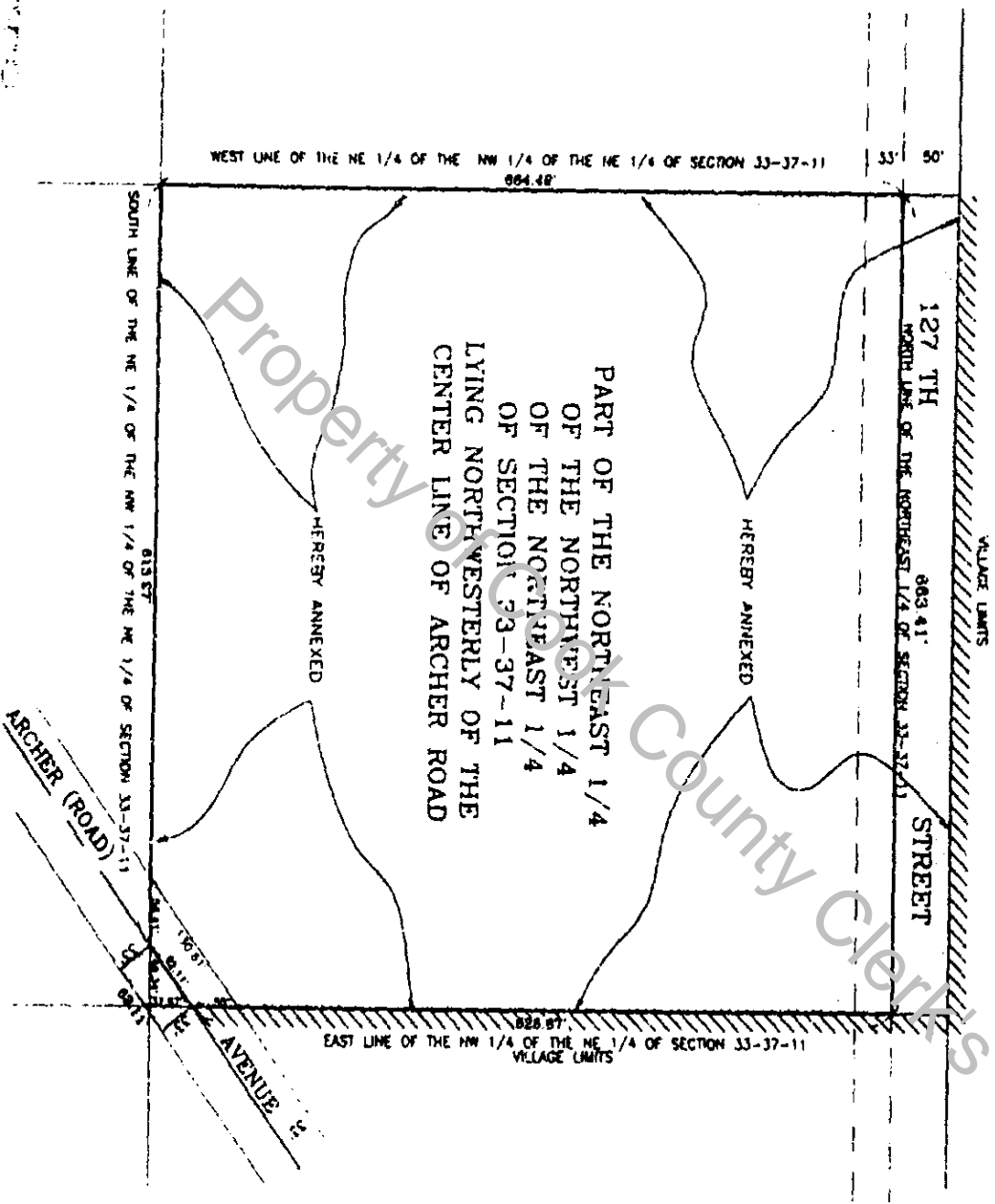
EXHIBIT "A"

PLAN OF ANNEXATION 96340370

TO THE VILLAGE OF LEMONT

OF:

THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHWESTERLY OF THE CENTER LINE OF ARCHER ROAD, IN COOK COUNTY, ILLINOIS, ALSO THOSE PARTS OF STREETS LYING ADJACENT TO AFORESAID PARCEL AND TO THE FAR SIDE OF THE ROAD, AND EXCEPTING ANY LANDS ALREADY ANNEXED TO SAID VILLAGE OR OTHER MUNICIPALITY



SCALE: 1" = 100'



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EXHIBIT "D"

TO

ANNEXATION AGREEMENT BETWEEN THE VILLAGE
OF LEMONT, KENNETH AND JOANNE FRICKER AND
ST. MATTHEW EV. LUTHERAN CHURCH OF LEMONT

LEGAL DESCRIPTION OF PUBLIC WORKS SITE (1.25 ACRE PARCEL)

THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 33, THENCE SOUTHERLY ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 275.00 FEET; THENCE WESTERLY, ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 100.00 FEET; THENCE NORTHERLY ALONG A LINE PARALLEL WITH THE EAST LINE OF THE NORTHWEST 1/4 OF NORTHEAST 1/4 SAID SECTION 33, A DISTANCE OF 65.00 FEET; THENCE WESTERLY, ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 33 A DISTANCE OF 200.00 FEET; THENCE NORTHERLY ALONG A LINE PARALLEL WITH THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 SAID SECTION 33, A DISTANCE OF 210.00 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 33; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 300.00 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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EXHIBIT "B"

TO

ANNEXATION AGREEMENT BETWEEN THE VILLAGE
OF LEMONT, KENNETH AND JOANNE FRICKER AND
ST. MATTHEW EV. LUTHERAN CHURCH OF LEMONT

SEE ATTACHED
INTERCOUNTY TITLE COMPANY OF ILLINOIS
TITLE COMMITMENT NO. 81423696

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A.L.T.A. COMMITMENT

SCHEDULE A

Number S1423696
Unit E

Effective Date: July 27, 1995

1. Policy or Policies to be issued:

Owner's: (1992 Alta)

Proposed Insured: Amount: \$650,000.00

ST. MATTHEW EVANGELICAL LUTHERAN CHURCH OF LEMONT

Loan: (1992 Alta)

Proposed Insured: Amount: \$400,000.00

LUTHERAN CHURCH EXTENSION FUND-MISSOURI SYNOD

2. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple, and title thereto is at the effective date hereof vested in:

KENNETH FRICKER AND JOANNE FRICKER, HIS WIFE, IN JOINT TENANTS.

3. The land referred to in this Commitment is described as follows:

THAT PART OF THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OFF SECTION 23, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER OF ARCHER ROAD, IN COOK COUNTY, ILLINOIS.

4. The mortgage or trust deed, herein referred to as the insured mortgage, is described as follows:

TO COME.

INTERCOUNTY TITLE COMPANY
OF ILLINOIS
120 WEST MADISON STREET
CHICAGO, IL 60602
(312) 977-4785

THIS COMMITMENT IS VALID ONLY IF SCHEDULE B IS ATTACHED

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A.L.T.A. COMMITMENT

SCHEDULE B

Number S1423696

Schedule B of this policy or policies to be issued will contain the exceptions shown on inside front cover of this Commitment and the following exceptions, unless same are disposed of to the satisfaction of the Company:

1. GENERAL REAL ESTATE TAXES FOR THE YEARS 1994 AND 1995. TAX NUMBER 22-33-200-002, VOLUME 62.

NOTE: THE AMOUNT OF THE 1993 TAXES WAS \$222.22.

NOTE: THE FIRST INSTALLMENT OF THE 1994 TAXES HAS BEEN PAID, \$111.11.

NOTE: THE SECOND INSTALLMENT OF THE 1994 TAXES AND THE 1995 TAXES ARE NOT YET DUE AND PAYABLE.

NOTE: THE 1994 TAXES MAY CONTAIN AMOUNTS WHICH SHOULD HAVE BEEN ASSESSED AND COLLECTED WITH THE 1993 TAXES PURSUANT TO COURT ORDER ENTER IN CASE NUMBER 94 L 50748. ANY AMOUNT DUE PURSUANT TO SAID ORDER WILL BE COLLECTED AS PART OF THE 1994 TAXES AND SPLIT EQUALLY BETWEEN EACH INSTALLMENT.

2. TRUST DEED DATED SEPTEMBER 30, 1988 AND RECORDED OCTOBER 13, 1988 AS DOCUMENT NO. 884/1672, MADE BY KENNETH D. FRICKER AND JOANN C. FRICKER, HIS WIFE, TO CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE, TO SECURE AN INDEBTEDNESS OF \$150,000.00. (AFFECTS THE SUBJECT LAND AND OTHER PROPERTY)
3. EXISTING UNRECORDED LEASES, IF ANY.

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4. JUDGMENT ENTERED SEPTEMBER 21, 1989 AND NOVEMBER 20, 1989 IN CIRCUIT COURT OF COOK COUNTY, CASE NUMBER 89L6420, IN FAVOR OF CENTRAL PRODUCTION CREDIT ASSOCIATION, AS SUCCESSOR TO FOX VALLEY PRODUCTION CREDIT ASSOCIATION AND AGAINST KENNETH E. FRICKER AND JOANN C. FRICKER, HIS WIFE, FOR THE SUM OF \$31,902.44 AND \$3,544.12.

NOTE: ATTORNEY FOR THE PLAINTIFF IS: THOMAS C. ZANCIK

NOTE: MEMORANDUM OF JUDGMENT RECORDED AS DOCUMENT NUMBER 89513106 AND 89568979.

NOTE: SHERIFF'S CERTIFICATE OF LEVY WAS RECORDED ON MAY 1, 1990 AS DOCUMENT NO. 90199387 IN REGARDS WITH CASE NO. 89L6420.

(AFFECTS THE SUBJECT LAND AND OTHER PROPERTY)

5. RELATIVE TO THE NEW IMPROVEMENTS ON THE SUBJECT LAND WE MUST BE FURNISHED THE FOLLOWING DOCUMENTATION:
 - A. CONTRACTOR'S AFFIDAVITS AND SATISFACTORY MECHANIC LIEN WAIVERS.
 - B. CURRENT DATED AND SPOTTED SURVEY.
6. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
7. RIGHTS OF THE PUBLIC, THE MUNICIPALITY AND THE STATE OF ILLINOIS IN AND TO THAT PART OF THE LAND TAKEN AND USED FOR ARCHER AVENUE (AFFECTS THE SOUTHEASTERLY 23 FEET OF THE LAND).
8. RIGHTS OF THE PUBLIC, THE MUNICIPALITY AND THE STATE OF ILLINOIS IN AND TO THAT PART OF THE LAND TAKEN AND USED FOR 127TH STREET (AFFECTS THE NORTH 33 FEET OF THE LAND).
9. NOTE: THIS IS CONSIDERED COMMERCIAL PROPERTY, TO SCHEDULE A CLOSING, PLEASE CALL OUR COMMERCIAL ESCROW DEPARTMENT AT 977-4768.

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10. BY COOK COUNTY ORDINANCE EACH DOCUMENT PRESENTED FOR RECORDING WHICH WILL EFFECT A CHANGE OF TAX ASSESSEE OR ADDRESS FOR MAILING TAX BILLS SHALL BE ACCOMPANIED BY A COPY OF A TAX BILLING INFORMATION FORM STAMPED BY THE COUNTY TREASURER'S OFFICE. A SEPERATE FORM FOR EACH PERMANENT INDEX NUMBER AFFECTED MUST BE COMPLETED. AN ADDITIONAL CHARGE OF \$2.00 FOR EACH FORM WILL BE CHARGED BY THE RECORDER.

OUR COMPANY, WHEN PRESENTED WITH A COMPLETED TAX BILLING INFORMATION FORM, WILL OBTAIN THE STAMP OF THE TREASURER'S OFFICE PRIOR TO RECORDATION OF THE DOCUMENT.

11. THE TAX REFORM ACT OF 1986, EFFECTIVE JANUARY 1, 1987, AND REGULATIONS OF THE I.R.S., REQUIRE ANY TITLE COMPANY RESPONSIBLE FOR CLOSING ANY BUY/SELL OR EXCHANGE OF ANY UNIMPROVED REAL ESTATE OR ANY REAL ESTATE USED AS COMMERCIAL, INDUSTRIAL, OR RESIDENTIAL, TO REPORT TO THE I.R.S., ON A REVISED 1099 FORM, CERTAIN MANDATORY INFORMATION FROM EACH SELLER INVOLVED IN THE CLOSING. TO COMPLY, THIS COMPANY, IN ALL INSTANCES WHERE IT IS THE CLOSING AGENT OR ESCROWEE, WILL REQUIRE OUR 1099 INFORMATION SHEET BE COMPLETED AND SIGNED BY EACH SELLER (OR HIS AUTHORIZED AGENT) SHOWING THE FOLLOWING:

1) EACH SELLER MUST COMPLETE AND SIGN A FORM GIVING HIS NAME, THE ADDRESS TO WHICH THE 1099 FORM WILL BE MAILED IN THE FUTURE, HIS SOCIAL SECURITY NUMBER OR FEDERAL TAX I.D. NUMBER, AND HIS ALLOCATED SHARE OF THE GROSS PROCEEDS INVOLVED.

2) THIS COMPANY WILL NOT CLOSE AND DISBURSE ANY TRANSACTION WITHOUT THE ABOVE REQUIREMENTS BEING MET BY SAID PARTIES.

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12. THE FOLLOWING STANDARD EXCEPTIONS WHICH WERE SET FORTH IN THE COMMITMENT JACKET:

(1) RIGHTS OF CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS.

(2) EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS.

(3) ENCROACHMENTS, OVERLAPS, BOUNDARY LINE DISPUTES, OR OTHER MATTERS WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY OR INSPECTION OF THE PREMISES.

(4) ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.

(5) TAXES, OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.

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13. ***** CUSTOMER INFORMATION *****

AS OF JULY 19, 1995, PURSUANT TO BILL, PUBLIC ACT 87-1197, ALL DOCUMENTS RECORDED WITHIN THE STATE OF ILLINOIS MUST MEET THE FOLLOWING REQUIREMENTS:

1) THE DOCUMENT SHALL CONSIST OF ONE OR MORE INDIVIDUAL SHEETS MEASURING 8.5 INCHES BY 11 INCHES, NOT PERMANENTLY BOUND AND NOT A CONTINUOUS FORM. GRAPHIC DISPLAYS ACCOMPANYING A DOCUMENT TO BE RECORDED THAT MEASURES UP TO 11 INCHES BY 17 INCHES SHALL BE RECORDED WITHOUT CHARGING AN ADDITIONAL FEE;

2) THE DOCUMENT SHALL BE LEGIBLY PRINTED IN BLACK INK, BY HAND, TYPEWRITTEN OR COMPUTER GENERATED, IN AT LEAST 10 POINT TYPE. SIGNATURES AND DATES MAY BE IN CONTRASTING COLORS AS LONG AS THEY WILL REPRODUCE CLEARLY;

3) THE DOCUMENT SHALL BE ON WHITE PAPER OF NOT LESS THAN 20 POUND WEIGHT AND HAVE A CLEAN MARGIN OF AT LEAST 1/2 INCH ON THE TOP, BOTTOM AND EACH SIDE. MARGINS MAY BE USED ONLY FOR NON-ESSENTIAL NOTATIONS WHICH WILL NOT AFFECT THE VALIDITY OF THE DOCUMENT, INCLUDING BUT NOT LIMITED TO FORM NUMBERS, PAGE NUMBERS, AND CUSTOMER NOTATIONS;

4) THE FIRST PAGE SHALL CONTAIN A BLANK SPACE IN THE UPPER RIGHT CORNER MEASURING AT LEAST 3 INCHES BY 5 INCHES;

5) THE DOCUMENT SHALL NOT HAVE ANY ATTACHMENT STAPLED, TAPED OR OTHERWISE AFFIXED TO ANY PAGE.

THE RECORDERS OFFICES THROUGHOUT THE STATE OF ILLINOIS WILL ACCEPT ALL DOCUMENTS FOR RECORDATION. THOSE THAT DO NOT MEET THE REQUIREMENTS OF THE BILL WILL COST DOUBLE THE RECORDING FEE TO RECORD.

14. NOTE: WITH RESPECT THE COST OF THE REQUESTED E/D/DO/SEMENTS, GARY IRWIN SHOULD BE CONTACTED 312 977-2632.

Countersigned:

AUTHORIZED SIGNATORY

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