

UNOFFICIAL COPY 185269

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03/13/0119 16 001 1997-11-25 15:12:42  
Cook County Recorder 53.00

FOR RECORDER'S USE

Official Business of the Village of Burr Ridge  
This document is being recorded on behalf of Laxy McCulloch,  
Assistant to the Village Administrator of the Village of Burr  
Ridge, 7660 S. County Line Road, Burr Ridge, IL 60521

ANNEXATION AGREEMENT (PLEASE SEE DALE PARK DISTRICT)

**PIN:**

**ADDRESS:**

18-29-101-016	7375 & 7381 Wolf Road, Cook County, IL
18-29-101-010	7383 Wolf Road, Cook County, IL
18-29-101-011	7401 Wolf Road, Cook County, IL
18-29-300-001	Vacant property at approximately 7501 Wolf, Cook County, IL
18-29-300-018	7601 Wolf Road, Cook County, IL

MAIL TO RECORDER'S BOX 324 (NFK)

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## ANNEXATION AGREEMENT (PLEASANT DALE PARK DISTRICT)

THIS AGREEMENT made and entered into this 17th day of December 1997, by and between the VILLAGE OF BURR RIDGE, an Illinois municipal corporation (hereinafter referred to as the "Village"); and the PLEASANT DALE PARK DISTRICT, a park district in the County of Cook, State of Illinois (hereinafter referred to as "Owner");

### WITNESSETH:

WHEREAS, the property legally described in EXHIBIT A attached hereto and made a part hereof (hereinafter sometimes referred to as the "Subject Property") is adjacent to and contiguous to the existing corporate boundaries of the Village; and

WHEREAS, the Village desires to annex and Owner desires to have the Subject Property annexed to the Village and each of the parties desires to obtain assurances from the other as to certain provisions of the zoning and other ordinances of the Village for the Subject Property when the same has been annexed and to other matters covered by this Agreement for a period of twenty (20) years from and after the execution of this Agreement; and

WHEREAS, the Subject Property is an existing park with no electors residing thereon; and

WHEREAS, the owner of record of the Subject Property has signed a Petition for Annexation of Subject Property to the Village, which Petition is hereinafter referred to as the "Annexation Petition"; and

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WHEREAS, a public hearing on this Annexation Agreement ("Agreement") has been held by the Corporate Authorities on the 10th day of November 1997; and

WHEREAS, the parties wish to enter into a binding agreement with respect to the said annexation, and for other related matters pursuant to the provisions of Division 15.1 of Article 11 of Chapter 65 of the Illinois Compiled Statutes, upon the terms and conditions contained in this Agreement; and

WHEREAS, all public hearing(s) and other actions required to be held or taken prior to the adoption and execution of this Agreement, in order to make the same effective, have been held or taken, such public hearing(s) and other actions having been held pursuant to public notice as required by law and in accordance with all requirements of law prior to adoption and execution of this Agreement; and

WHEREAS, the Corporate Authorities of the Village and Owner deem it to the mutual advantage of the parties and in the public interest that the Subject Property be annexed to the Village as hereinafter provided; and

WHEREAS, the Corporate Authorities of the Village have examined the existing uses by Owner and have determined that said uses comply with the Comprehensive Plan of the Village; and

NOW THEREFORE, in consideration of the premises and the mutual promises herein set forth, the parties hereto agree as follows:

1. Annexation: Subject to the provisions of Article 7 of Chapter 65 of the Illinois Compiled Statutes, the parties agree to do all things necessary or appropriate to cause the Subject

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Property to be duly and validly annexed to the Village as promptly as practicable after the execution of this Agreement. The parties shall cause such annexation to be effected pursuant to the provisions of Section 7-1-8 of Chapter 65 of the Illinois Compiled Statutes.

2. Local Zoning Regulations: Owner shall comply with all Village Ordinances, including but not limited to zoning regulations, engineering and storm water management regulations, sign regulations, and building regulations, except as provided in the following exemptions:

a. Flagg Creek: The current use of the Flagg Creek Society Building on the Subject Property (generally described in EXHIBIT B), classified as a non-occupied historic residence, may continue to exist as such, provided that if the building is ever converted to a single family use, then it shall comply with all applicable Village Code requirements;

b. Vial House: The current use of the Vial House (generally described in EXHIBIT C), classified as a non-occupied historic residence, may continue to exist as such, provided that if the building is ever converted to a single family use, then it shall comply with all applicable Village Code requirements; also, if the local fire district establishes a limit on the number of occupants therein, such Vial House shall not be occupied in such numbers as to violate such limitation.

c. Existing Uses: All other uses and structures in existence at the time of the annexation of the Subject Property including, but not limited to, the Pleasant Dale Recreation Center and Park Offices (7425 South Wolf Road, Burr Ridge, 60525), the single family structure used

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to house the Pleasant Dale Park Superintendent, athletic fields, tennis courts, basketball courts, storage sheds, and other athletic and park facilities, may continue to exist as such;

d. Park Activities: The Village agrees to not interfere with Owner's authority to decide what park activities and events are conducted on the Subject Property;

e. Park Buildings and Signs: The Village agrees to not interfere with Owner's authority to decide what park facilities are located upon the Subject Property and, further exempts Owner from Village Zoning Ordinance regulations relating to the use of the Subject Property, provided that Owner shall comply with all Village requirements as follows:

1. Accessory Structures: Any accessory structures (e.g., storage sheds, park or athletic equipment or storage buildings) that are accessory to the park uses shall be subject to site plan review and approval by the Village, which shall include the location and height of any such accessory buildings, and landscaping and engineering approval.

2. Building Department Requirements: Owner agrees to obtain building permits from the Village for any future signs, structures or buildings, and otherwise comply with all of the Village's building regulations.

3. Bulk Regulations: Owner agrees that any future signs, structures or buildings shall be subject to all applicable bulk regulations in the Village Zoning Ordinance, as amended, including, but not limited to: yard and setback requirements, minimum lot size requirements, height limitations, and floor area ratio regulations.

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3. Taxes and Special Assessments: The Village agrees to not impose or levy any tax, special assessment or fee of any nature against the operations or property of Owner which are not leased to a private non-governmental entity.

4. Engineering Approval: All drainage and any other public improvements which Owner may be required to make on or with regard to the Subject Property shall be paid for, constructed and installed by Owner in accordance with final engineering plans approved by the Village. Owner agrees to comply with all applicable storm water management laws and ordinances.

5. General Provisions:

a. Notices: Notice or other writings which any party is required to, or may wish to, serve upon any other party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

1. To the Village or Corporate Authorities:

Village President  
Village of Burr Ridge  
7660 South County Line Road  
Burr Ridge, Illinois 60521

with a copy to:

(a) Village Administrator  
Village of Burr Ridge  
7660 South County Line Road  
Burr Ridge, Illinois 60521

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(b) Terrence M. Barnicle  
Klein, Thorpe and Jenkins, Ltd.  
180 North La Salle Street  
Suite 1600  
Chicago, Illinois 60601

To Owner:

Pleasant Dale Park District  
7125 S. Wolf Road  
Evanston, IL 60525

or to such other address as any party may from time to time designate in a written notice to the other party.

b. Continuity of Obligations: This Agreement shall inure to the benefit of and shall be binding upon Owner's successors and assigns, and shall be binding upon the Village and the successor Corporate Authorities of the Village and any successor municipality.

Except as otherwise provided in this Agreement, all the terms and conditions of this Agreement shall constitute covenants running with the land.

c. Remedies: The Village and Owner, and their successors and assigns, covenant and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by any party, or their successors or assigns, which default exists uncorrected for a period of thirty (30) days after written notice to any party to such default, the party seeking to enforce said provision shall have the right to pursue an action in specific performance. It is further expressly agreed by and between the parties hereto that the remedy of specific performance

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herein given shall not be exclusive of any other remedy afforded by law to the parties, or their successor or successors in title.

**d. Reimbursement of Village for Legal and Other Fees and Expenses:**

1. To Effective Date of Agreement: Owner concurrently with annexation of the Subject Property, shall reimburse the Village for the following expenses incurred in the preparation and review of this Agreement, and any ordinances or other documents relating to the Subject Property:

- (a) All engineering and attorneys' fees incurred by the Village in connection with this Annexation Agreement and the annexation of the Subject Property; and,
- (b) Miscellaneous Village expenses, such as legal publication costs, recording fees and copying expense.

2. From and After Effective Date of Agreement: Except as otherwise expressly provided in the paragraph immediately following this paragraph, upon demand by the Village made by and through its President, Owner from time to time shall promptly reimburse the Village for all reasonable expenses and costs incurred by the Village in the administration of this Agreement, including attorneys' fees and out-of-pocket expenses involving various and sundry matters such as, but not limited to, preparation and publication, if any, of all notices, resolutions, ordinances and other documents required hereunder.

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(a) Notwithstanding the immediately preceding paragraph, Owner shall in no event be required to reimburse the Village or pay for any expenses or costs of the Village as aforesaid more than once, whether such are reimbursed or paid through fees established by Village ordinances or otherwise.

(b) Such costs and expenses incurred by the Village in the administration of the Agreement shall be evidenced to Owner upon its request and such costs and expenses may be further confirmed by Owner at its option from additional documents designated from time to time by Owner relevant to determining such costs and expenses.

e. **Survival of Representations:** Each of the parties agrees that the representations, warranties and recitals set forth in the preambles to this Annexation Agreement are material to this Agreement and the parties hereby confirm and admit their truth and validity and hereby incorporate such representations, warranties and recitals into this Agreement and the same shall continue during the period of this Agreement.

f. **Captions and Paragraph Headings:** The captions and paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing it.

g. **No Waiver or Relinquishment of Right to Enforce Agreement:** Failure of either party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party

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imposed, shall not constitute or be construed as a waiver or relinquishment of either party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

**h. Village Approval or Direction:** Where Village approval or direction is required by this Agreement, such approval or direction means the approval or direction of the Corporate Authorities of the Village unless otherwise expressly provided herein or required by law, and any such approval may be required to be given only after and if all requirements for granting such approval have been met unless such requirements are inconsistent with this Agreement.

**i. Recording:** A copy of this Agreement and any amendment thereto, or a memorandum thereof, shall be recorded by the Village at the expense of Owner.

**j. Authorization to Execute:** The officers of Owner executing this Agreement warrant that they have been lawfully authorized by Owner to execute this Agreement on behalf of Owner. The President and Clerk of the Village hereby warrant that they have been lawfully authorized by the Village Board of the Village to execute this Agreement. Owner and the Village shall deliver to each other upon request copies of all resolutions, ordinances or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective entities.

**k. Amendment:** This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between Owner and the Village relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or

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written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

l. Counterparts: This Agreement may be executed in two (2) or more counterparts, each of which taken together shall constitute one and the same instrument.

m. Conflict Between the Text and Exhibits: In the event of a conflict in the provisions of the text of this Agreement and the Exhibits attached hereto, the text of the agreement shall control and govern.

n. Definition of Village: When the term Village is used herein it shall be construed as referring to the Corporate Authorities of the Village unless the context clearly indicates otherwise.

o. Term of Agreement: This Agreement shall be in full force and effect for a term of twenty (20) years from and after the date of execution of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on the day and year first above written.

VILLAGE OF BURR RIDGE, an Illinois municipal corporation

By: John V. Jensen  
Village President

ATTEST:

By: Karen J. Thomas  
Village Clerk

PLEASANT DALE PARK DISTRICT, an authorized Cook County Park District in the State of Illinois

By: Randy Kolbe

Its President

ATTEST:

By: Denise Will  
Its Secretary

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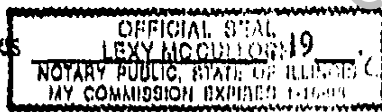
## ACKNOWLEDGMENTS

STATE OF ILLINOIS     )  
  )  
COUNTY OF DU PAGE    )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Jo V. Irmen, personally known to me to be the President of the Village of Burr Ridge, and Karen J. Thomas, personally known to me to be the Village Clerk of said municipal 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 President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their own free and voluntary act, and as the free and voluntary act of said Village of Burr Ridge, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 19th day of December, 1997.

Commission expires



Lexy M. McCullough  
Notary Public

STATE OF ILLINOIS     )  
  )  
COUNTY OF COOK        )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Karen J. Thomas and Karen J. Thomas, are personally known to me to be the President and Secretary of Owner, an authorized Park District in the County of Cook, State of Illinois and are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary respectively, and that they appeared before me this day in person and severally acknowledged that as such President and Secretary they signed and delivered the said instrument, pursuant to authority given by Owner as their free and

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voluntary act, and as the free and voluntary act and deed of Owner, for the uses and purposes therein set forth, and the said Secretary, then and there acknowledged that said Secretary, as custodian of the corporate seal of Owner, caused said seal to be affixed to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of Owner, for the uses and purposes therein set forth.

GIVEN under my hand and Notary seal this 17 day of November, 1997.

Commission expires 7/7, 1998. Della M. Deldin  
Notary Public



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## EXHIBIT A LEGAL DESCRIPTION

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### PARCEL NO. 1:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF SAID SECTION 29, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, 893.71 FEET NORTH OF THE EAST AND WEST 1/4 SECTION LINE OF SAID SECTION; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 993.90 FEET TO A POINT; THENCE NORTH 175.31 FEET TO A POINT 993.90 FEET EAST OF THE WEST LINE OF SAID SECTION 29; THENCE WEST 993.90 FEET TO A POINT IN THE WEST LINE OF SAID SECTION 175.31 FEET NORTH OF THE POINT OF BEGINNING; THENCE SOUTH 175.31 FEET TO A POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; AND

### PARCEL NO. 2:

THE NORTH 219.08 FEET OF THE SOUTH 438.16 FEET OF A CERTAIN TRACT OF LAND DESCRIBED AS FOLLOWS: THE SOUTH 3/4 OF THE WEST 3/4 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT FROM SAID LAND THE NORTH 410 FEET OF THE WEST 214 FEET THEREOF AND EXCEPT FROM SAID LAND THAT PART LYING SOUTH OF A LINE RUNNING FROM A POINT ON THE WEST LINE OF SAID SECTION, 455.55 FEET NORTH OF THE CENTERLINE OF SECTION 29, AFORESAID TO A POINT ON THE EAST LINE OF SAID TRACT 454.89 FEET NORTH OF THE CENTERLINE AFORESAID), IN COOK COUNTY, ILLINOIS; AND

### PARCEL NO. 3:

THE NORTH 10 ACRES OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 LYING WEST OF THE EAST 20 ACRES THEREOF IN SECTION 29, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

### PARCEL NO. 4:

THE SOUTH 10 ACRES OF THE NORTH 20 ACRES OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 LYING WEST OF THE EAST 20 ACRES THEREOF IN SECTION 29, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THRID PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 18-29-101-016  
P.I.N. 18-29-101-010  
P.I.N. 18-29-101-011  
P.I.N. 18-29-300-001  
P.I.N. 18-29-300-018

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EXHIBIT B

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## CURRENT USE OF FLAGG CREEK SOCIETY BUILDING

The Flagg Creek Society Building is used for display of historical items and artifacts and is open to the public for viewing during designated hours of operation. The building is also used for meetings, gatherings and structured classroom activities.

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## EXHIBIT C

### CURRENT USE OF THE VIAL HOUSE

The Vial House is a historical home currently under renovation. When renovation is complete it shall be used for the education of the public, through tours of the house, of life in the 1800's.

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