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1999-04-06 15:26:23
Cook County Recorder 63.50

ANNEXATION AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of FEBRUARY, 1999, by

and between TIMOTHY C. McCORMICK and DEBRA A. McCORMICK (hereinafter collectively referred to as "Owner") and the CITY OF ROLLING MEADOWS, an Illinois municipal corporation located in Cook County, Illinois (hereinafter referred to as "City"):

WITNESSETH:



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WHEREAS, Timothy C. McCormick and Debra A. McCormick are the owners of record of the territory legally described in Exhibit "A" (hereinafter referred to as "Subject Property"); and

WHEREAS, the Subject Property is located in an unincorporated portion of Cook County, Illinois; and

WHEREAS, the Subject Property is not within the corporate boundaries of any municipality; and

WHEREAS, the Subject Property is not contiguous to the corporate boundaries of the City; and

WHEREAS, this Annexation Agreement is authorized pursuant to 55 ILCS 5/11-15.1-1; and

WHEREAS, the parties hereto desire to enter into a binding agreement with respect to the terms of Annexation of the Subject Property, which Agreement shall provide for covenants, conditions, and undertakings by the Owner and the City; and

WHEREAS, in consideration of the Owner entering into this Agreement the City will, subject to the provisions of this Agreement permit Owner to connect to the City's water system; and

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WHEREAS, pursuant to the provisions of the Illinois Municipal Code, the Annexation Agreement was submitted to the City by the Owner, a public hearing was held on said Annexation Agreement by the Corporate Authorities on JANUARY 26, 1999, pursuant to notice duly published as provided by statute; and

WHEREAS, when the Subject Property becomes contiguous, the City hereby agrees to take all steps necessary to annex the Subject Property and Owner shall provide the City with a Plat of Annexation; and

WHEREAS, the Corporate Authorities, by an affirmative vote of 2/3rds of the Corporate Authorities then holding office, direct the Mayor and City Clerk to sign and affix the City Seal to this Agreement on behalf of the City.

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants herein made and pursuant to the provisions of 65 ILC 5/11-15.1-1 et seq. of the Illinois Municipal Code, the parties agree as follows:

1. The foregoing recitals are incorporated herein as part of the Agreement.
2. As soon as the Subject Property becomes contiguous to the City, the City agrees that it will annex the Subject Property to the City, subject to the terms and conditions set forth herein.

In the event that at the time the Subject Property is contiguous to the City, there are Owners of record of the Subject Property other than, or in addition to Owner, each and every subsequent Owner of record, and all electors, if applicable, shall execute and deliver to the City, Petition(s) for Annexation, in proper form, within 30 days of a notice and demand for such

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Petition(s), from the City. This provision shall constitute a Covenant running with the land and shall be binding upon the Owner and his successors, grantees, transferors and assigns.

In the event that subsequent Owners of record fail or refuse to execute and deliver to the City Petition(s) for Annexation, within the time provided for herein, the City shall have all rights and remedies at law, or equity, to enforce the terms of this Agreement, including mandatory injunction. Each of the Owners of record of the Subject Property agree to pay to the City any and all costs, including attorney fees, to enforce the provisions of the Agreement.

The parties acknowledge that the City, as provided herein, agrees to permit the Owner to connect to the City's water system in consideration of Owner entering into this Agreement.

In the event that the Owner of record, at the time the Subject Property is contiguous to the City, fail and/or refuse to timely deliver Petitions for Annexation to the City, as provided for herein, the City may, at its option, suspend or terminate City water service to the Subject Property.

3. The Owner shall obtain, at his expense, any and all required permits and approvals from the Illinois Department of Transportation for opening Meacham Road for connection to the City's water system.

4. Owner shall pay to the City all required tap-on and plumbing permit fees for the connection to the City's water system. The City shall be allowed a rough and final inspection of the plumbing system to approve water meter installation and insure that there are no potential cross connections which may result in contamination of the public water supply.

5. The Owner, upon inspection and approval by the City, shall be permitted to connect to the City water system and until annexation pay the rates for water charges not to

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exceed 150% of those charged to residents of the City. The Owner shall allow the City access to the Subject Property to permit the City to read the water meter.

6. All improvements, development and construction within the Subject Property shall be within compliance with all City Codes, laws, ordinances, rules and regulations.

7. Owner agrees that the Subject Property is subject to ordinances, control and jurisdiction of the City in all respects the same as property within its corporate limits.

Notwithstanding anything herein to the contrary, the parties agree that Owner shall comply with the most restrictive codes and regulations in the event of a conflict between City Codes and County Codes. However, the parties agree that Owner need not file with the City for building permits from the City prior to annexation, but shall submit all plans and specifications including payment of Plan review fees to the City in order for the City to ensure compliance with the City's Codes.

8. This Agreement shall be enforceable by any of the parties hereto in any court of competent jurisdiction and by any action or proceeding at law or in equity to secure the performance of the covenants and agreements herein contained or grant damages for failure to perform, or both.

9. The parties agree that this Annexation Agreement may be amended by the mutual consent of the parties hereto by the adoption of an ordinance or resolution by the City approving the amendment to the term of this Agreement, all as provided by law.

10. This Agreement shall be binding upon the Owner and his successors, grantees and assigns as well as the successor corporate authorities of the City.

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11. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or invalidity of other provisions, covenants, agreements or portions of this Agreement which can be given effect without the invalid provisions or applications and to this end, the provisions, covenants and agreements in this Agreement are declared to be severable.

12. The terms of this Agreement shall be for a period of twenty (20) years from the date of its execution.

13. This Agreement supersedes prior agreements, negotiations and exhibits which are in conflict herewith.

14. The parties shall execute a Memorandum of Agreement which shall be recorded with the Cook County Recorder of Deeds.

IN WITNESS WHEREOF, the parties have caused this Annexation Agreement to be executed by themselves or their duly authorized officers upon the date first above written.

OWNER:

Timothy C. McCormick

Timothy C. McCormick

Debra A. McCormick

Debra A. McCormick

CITY OF ROLLING MEADOWS

BY Thomas F. Menze

Thomas F. Menze, Mayor

ATTEST:

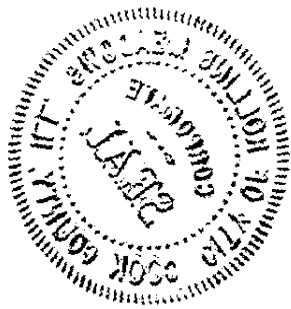
Jeanne Rybarczyk

Jeanne Rybarczyk, City Clerk



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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 TIMOTHY C. McCORMICK and DEBRA A. McCORMICK, personally known to me to be same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 26 day of January, 1999.

Lori Ruetsche

Notary Public



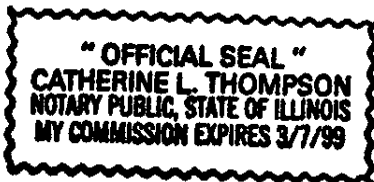
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that Thomas F. Menzel, personally known to me to be the Mayor of the City of Rolling Meadows, Cook County, Illinois, an Illinois municipal corporation, and Jeanne Rybarczyk, personally known to me to be the City 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 Mayor and City Clerk they signed and sealed the said instrument as Mayor and City Clerk of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the City Council 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 10 day of February, 1999.

Catherine L. Thompson

Notary Public



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Exhibit "A"

PARCEL ONE: The South 145.0 feet of the East 186.0 feet of the West 261.24 feet of the North 345.0 feet of the Northwest Quarter of Section 35, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL TWO: Lot 4 (except the North 200.0 feet thereof and except the South 236.46 feet thereof) in Assessor's Division in the Northwest Quarter of Section 35, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office



MAIL TO:
JAMES E. MACHOLL
9501 W. DEVON, 8th FLR.
ROSEMONT, IL 60008

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