
Space above reserved for Recorder's use

**ANNEXATION AGREEMENT DATED _____ FOR
_____, LOMBARD, IL**

Parcel No.: 06-20-106-075

Common Address: 19W549 West Roosevelt Road

AFTER RECORDING RETURN TO:

**Village of Lombard
Department of Community Development
255 E. Wilson Avenue
Lombard, IL 60148**

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (“AGREEMENT”) is made and entered into this _____ day of _____, 2005, by and between the VILLAGE of Lombard, a municipal corporation (“VILLAGE”) and _____ (hereinafter collectively referred to as “OWNER”);

WITNESSETH:

WHEREAS, OWNER is the record owner of the property legally described in EXHIBIT A, attached hereto and made a part hereof (hereinafter referred to as the “SUBJECT PROPERTY”); and

WHEREAS, the SUBJECT PROPERTY is not annexed to the VILLAGE or any other municipal corporation; and

WHEREAS, OWNER is desirous of annexing the SUBJECT PROPERTY, which is not currently within the corporate limits of the VILLAGE, to the VILLAGE; and

WHEREAS, OWNER is proceeding before the appropriate authorities of the VILLAGE to obtain annexation and map amendment approvals for the SUBJECT PROPERTY substantially consistent with the development concepts hereinafter set forth in this Agreement in order to facilitate the continued use of the SUBJECT PROPERTY; and

WHEREAS, the VILLAGE desires to annex and the 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 consists of approximately 0.85 acres of land; and

WHEREAS, all owner(s) of record of the SUBJECT PROPERTY and at least 51% of the electors residing on the SUBJECT PROPERTY have signed a Petition for Annexation of the SUBJECT PROPERTY to the VILLAGE (hereinafter referred to as the “Annexation Petition”); and

WHEREAS, there are no electors residing on the SUBJECT PROPERTY; and

WHEREAS, an application has heretofore been filed with the VILLAGE Clerk for annexation and zoning of the SUBJECT PROPERTY; and

WHEREAS, said application was forwarded to the Plan Commission of the VILLAGE; and

WHEREAS, a public hearing was held on June 20, 2005, for the purpose of considering whether the SUBJECT PROPERTY should be rezoned, upon the annexation of the SUBJECT PROPERTY, from the R-1 Single-Family Residential District to the B-3 Community Shopping District, and the Plan Commission has submitted to the Corporate Authorities of the VILLAGE (hereinafter referred to as the “Corporate Authorities”) their findings of fact and recommendations with respect to said application; and

WHEREAS, a public hearing on this Annexation Agreement (“Agreement”) has been held by the Corporate Authorities on the 21st day of July 2005; and

WHEREAS, the parties wish to enter into a binding agreement with respect to the said annexation, zoning and development and for other related matters pursuant to the provisions of Division 15.1 of Article 11 of Act 5 of Chapter 65 of the Illinois Compiled Statutes, and upon the terms and conditions contained in this Agreement; and

WHEREAS, all public hearings 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, including all hearings and actions required in connection with amendments to, variations and

conditional uses from and classifications under the Lombard Zoning Ordinance (Chapter 155 of the Lombard Village Code - hereinafter referred to as the “Zoning Ordinance”) and the Lombard Subdivision and Development Ordinance (Chapter 154 of the Lombard Village Code - hereinafter referred to as the “Subdivision Ordinance”), such public hearings 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 the OWNER deem it to be in the mutual advantage of the parties and in the public interest that the SUBJECT PROPERTY be annexed to and developed as a part of the VILLAGE as hereinafter provided; and

WHEREAS, the annexation of the SUBJECT PROPERTY as provided herein will promote the sound planning and development of the VILLAGE as a balanced community and will be beneficial to the VILLAGE; and

WHEREAS, OWNER desires to have the entire SUBJECT PROPERTY rezoned to the B-3 Community Shopping District.

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

1. **Incorporation of Recitals:** The VILLAGE and OWNER agree that the foregoing recitals are incorporated in this Agreement as if fully recited herein.

2. **Development of SUBJECT PROPERTY:** VILLAGE and OWNER agree that the SUBJECT PROPERTY shall be developed in accordance with the terms of this Agreement and the exhibits attached hereto.

3. **Annexation:** Subject to the provisions of Article 7 of Act 5 of Chapter 65 of the Illinois Compiled Statutes, the VILLAGE and the OWNER shall cause the annexation of the

SUBJECT PROPERTY to occur pursuant to the provisions of Section 5/7-1-8 of Act 5 of Chapter 65 of the Illinois Compiled Statutes.

4. **Zoning:** Upon annexation of the SUBJECT PROPERTY to the VILLAGE as set forth herein, the Corporate Authorities shall, without further public hearings, immediately rezone and classify the entire SUBJECT PROPERTY from the R1 Single Family Residence District to the B3 Community Shopping District under the Zoning Ordinance.

5. **Water and Sanitary Sewer Utilities:** The SUBJECT PROPERTY is currently connected to and is served by the Highland Hills Sanitary District water and sanitary sewer service system. Upon annexation, the OWNER may request connection to the VILLAGE water service system. The OWNER shall receive in-Village connection and water billing rates. All costs associated with said connection shall be borne by the OWNER. Should the OWNER connect to the VILLAGE water service system, OWNER agrees to convey any new and/or existing watermain, and all facilities incidental thereto, to the VILLAGE by executing such appropriate documents as are necessary to vest title thereto in the VILLAGE. Subsequent to the annexation of the SUBJECT PROPERTY, for such connections, the VILLAGE, subject to all rules, regulations and ordinances of the VILLAGE, will supply water service, to the SUBJECT PROPERTY to such capacity and in such amounts as will adequately service the SUBJECT PROPERTY under its aforesaid intended usage.

6. **Storm Drainage Facilities:**
The OWNER shall not be required to provide storm drainage facilities for any existing structures on the SUBJECT PROPERTY. However, any future modifications or reconstruction of any buildings, structures and/or parking lot improvements shall be subject to the Title 15, Chapter 151 of the Village Code.

7. **Easements:** OWNER shall provide or obtain all easements, both on-site and off-site (if applicable), which are necessary or appropriate to enable the SUBJECT PROPERTY to be properly drained and to receive water, sanitary sewer, electric, telephone, gas, and cable television service, with the VILLAGE being named a grantee in all said easements along with the applicable

utility companies and cable television operator. The location for all public improvements shall be as approved by the VILLAGE.

8. Contributions: OWNER shall have no obligation to make any contribution, in cash or in land, to any school district, park district or library district provided the SUBJECT PROPERTY is operated in substantial conformity with this Agreement or pursuant to such other non-residential development plans as may from time to time be approved by the VILLAGE. The foregoing provision shall not eliminate or reduce OWNER's obligation to pay other fees and charges applicable to the SUBJECT PROPERTY pursuant to VILLAGE ordinances.

9. Non-Conforming Uses and Structures: The VILLAGE recognizes the nonconforming nature of the buildings and structures on the SUBJECT PROPERTY. Nothing in this agreement shall be construed so as to grant zoning relief or any other relief from the Village Code for any existing structures on the SUBJECT PROPERTY. Excluding the existing billboard noted in Section 8 above, the VILLAGE agrees that any legally permitted and constructed structures on the premises as legal non-conforming. However, any expansion, alteration, reconstruction or repair of any buildings or structures on the SUBJECT PROPERTY shall conform with all existing provisions of the Village Code. For purposes of this agreement, a legally permitted structure shall be any structure for which a building permit was issued by DuPage County or the VILLAGE prior to the effective date of this Agreement. With respect to the existing private elementary school on the property, the VILLAGE recognizes the use as a legal non-conforming use on the SUBJECT PROPERTY, and shall be subject to the provisions established within Section 155.302 of the Zoning Ordinance.

10. Reasonableness of Fees and Charges: OWNER agree that the connection charges, fees, dedications and easements required by current ordinances of the VILLAGE or this Agreement are reasonable in amount, where applicable, and are reasonably related to and made necessary by the development and/or redevelopment of the SUBJECT PROPERTY.

11. Dedication of Public Improvements: Following the annexation of the SUBJECT PROPERTY to the VILLAGE and when OWNER has completed any required public improvements, if any, in accordance with applicable provisions of the Subdivision Ordinance, as varied by this Agreement, and said public improvements have been inspected and approved by the VILLAGE Engineer, the VILLAGE shall accept said public improvements subject to the two (2) year maintenance provisions of the Subdivision Ordinance, unless such public improvements have been in place for a period of two years or more preceding the date of annexation. Notwithstanding this Section, Drainage Facilities and Detention Areas located within the SUBJECT PROPERTY shall remain owned by and maintained by the OWNER, and any subsequent owner(s). The acceptance of said public improvements by the VILLAGE shall not be a condition precedent to the issuance of any building or occupancy permit requested or of the VILLAGE for the SUBJECT PROPERTY.

12. Fire District: By operation of law and in accordance with Illinois Compiled Statutes Chapter 70, Section 705/20, the SUBJECT PROPERTY shall, upon its annexation to the VILLAGE, be disconnected from the fire protection district in which it is located at no cost to the VILLAGE. The VILLAGE agrees to cooperate with the OWNER in said disconnection. OWNER and/or the successor owner of the SUBJECT PROPERTY shall be responsible for the disconnection and shall reimburse the VILLAGE for any funds expended by the VILLAGE, including, but not limited to any payments required by 70 ILCS 705/20(e), any legal fees and litigation costs, relative thereto. The VILLAGE shall provide notice to the fire protection district in the manner required by law.

13. Final Engineering Approval: All public improvements to be constructed hereunder or under the Subdivision Ordinance, as varied by this Agreement, and which are to be owned by the VILLAGE either before or after its annexation of the SUBJECT PROPERTY shall be paid for, constructed and installed by OWNER in accordance with final engineering plans approved by the VILLAGE's Engineer.

14. Consent to Creation of a Special Assessment or Special Service Area: OWNER agrees that it will not object to the imposition of a Special Assessment or Special Service Area incorporating the SUBJECT PROPERTY with respect to the construction of any public

improvements affecting the area of the SUBJECT PROPERTY and which may become necessary at a future date. The assessment formula for any such future Special Assessment(s) or Special Service Area(s) shall be determined as required by law, taking into account the relative benefit to the SUBJECT PROPERTY as a result of the public improvements constructed.

15. General Provisions:

A. Notices: Any notice required or desired to be given under this Agreement, unless expressly provided to the contrary herein, shall be in writing and shall be deemed to have been given on the date of personal delivery, on the date of confirmed facsimile transmission provided a hard copy of such notice is deposited in the regular mail addressed to the recipient within twenty-four (24) hours following the facsimile transmission, or on the date when deposited in the U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

- (1) If to the VILLAGE or
Corporate Authorities:

President and Board of Trustees
VILLAGE OF LOMBARD
255 East Wilson Avenue
Lombard, Illinois 60148
Phone: (630) 620-5700
Fax: (630) 620-8222

With a copy to:

- (a) VILLAGE Manager
VILLAGE OF LOMBARD
255 East Wilson Avenue

Lombard, Illinois 60148

Phone: (630) 620-5700

Fax: (630) 620-8222

(b) Director of Community Development

VILLAGE OF LOMBARD

255 East Wilson Avenue

Lombard, Illinois 60148

Phone: (630) 620-5700

Fax: (630) 620-8222

(c) Thomas P. Bayer

KLEIN, THORPE AND JENKINS, LTD.

20 N. Wacker Drive, Suite 1660

Chicago, Illinois 60606

Phone: (312) 984-6400

Fax: (312) 984-6444

(2) If to OWNER:

DIRECTOR OF CHICAGOLAND ACADEMY

Chicagoland Academy

19W549 Roosevelt Road

Lombard, IL 60148

B. Continuity of Obligations:

(1) This Agreement shall constitute a covenant running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors in interest, assignees, grantees, lessees, and upon any successor municipal authorities of the VILLAGE and successor municipalities. Upon the

conveyance of any of OWNER's interest in any portion of the SUBJECT PROPERTY or its rights and obligations under this Agreement to the other or a third party ("Transferee"), the rights and obligations of OWNER pertaining to such portion of the SUBJECT PROPERTY or rights and obligations hereunder, shall be deemed assigned to and assumed by such Transferee, and OWNER shall thereupon be released and discharged by the VILLAGE from any further obligation pertaining to such identified rights and duties. Subject to the provisions of this Section 17B, the Transferee shall thereupon be entitled to exercise all rights and authorities and shall perform all duties and obligations of OWNER pertaining to such portion of the SUBJECT PROPERTY.

Upon the condition that the requirements of this subsection have been met, this Agreement shall inure to the benefit of and shall be binding upon OWNER's Transferees, and shall be binding upon the VILLAGE and the successor Corporate Authorities of the VILLAGE. In the event that the requirements of this subsection have not been met, this Agreement shall be binding upon, but shall not inure to the benefit of OWNER's Transferees until such time as OWNER has given the VILLAGE the notice required by this subsection 17B.

In the event of any sale or conveyance by OWNER of the Subject Property or any portion thereof, OWNER shall notify the Village in writing, within ten (10) working days after the closing of such sale or conveyance, of any and all Transferees to all or any portion of the Subject Property. Such written notice shall include identification of the name(s) of such Transferee(s), the date of such sale or conveyance, and a copy of the title opinion identifying the grantee, the real estate sold or conveyed, and such other information as is usually and customarily included in a title opinion for the sale or conveyance of real estate. Failure to give timely notice shall not constitute a default hereunder, but shall be governed by the remaining provisions of this subsection 17B.

- C. Court Contest: In the event the annexation of the SUBJECT PROPERTY, the classification of the SUBJECT PROPERTY for zoning purposes or other terms of this Agreement are challenged in any court proceeding, the period of time during which such litigation is pending, including (without limitation) the appeal time therefor, shall not be included, if allowed by law, in calculating the twenty (20) year period provided in subsection 17R below.
- D. 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 ten (10) days after written notice to any party to such default, or such longer period as may be reasonable under the circumstances, the party seeking to enforce said provision shall have the right of specific performance and if said party prevails in a court of law, it shall be entitled to specific performance. It is further expressly agreed by and between the parties hereto that the remedy of specific performance herein given shall not be exclusive of any other remedy afforded by law to the parties, or their successor or successors in title.
- E. Conveyances: Nothing contained in this Agreement shall be construed to restrict or limit the right of OWNER to sell or convey all or any portion of the SUBJECT PROPERTY, whether improved or unimproved, except as otherwise specifically set forth herein.
- F. Survival of Representations: Each of the parties agrees that the representations, warranties and recitals set forth in the preambles to this 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.

- G. 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.
- H. No Waiver or Relinquishment of Right to Enforce Agreement: Failure of any 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 imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
- I. 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.
- J. Recording: A copy of this Agreement and any amendments thereto shall be recorded by the VILLAGE at the expense of the OWNER.
- K. Authorization to Execute: The officers of OWNER executing this Agreement warrant that they have been lawfully authorized by OWNER's respective Boards of Directors to execute this Agreement on behalf of said OWNER. The President and Clerk of the VILLAGE hereby warrant that they have been lawfully authorized by the VILLAGE Board to execute this Agreement. The OWNER and VILLAGE shall deliver to each other upon request copies of all bylaws, joint venture agreements, resolutions, ordinances or other documents

required to legally evidence the authority to so execute this Agreement on behalf of the respective entities.

- L. Amendment: This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the OWNER and the VILLAGE relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or 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.

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

- N. 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 this Agreement shall control and govern.

- O. 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.

- P. Execution of Agreement: This Agreement shall be signed last by the VILLAGE and the President of the VILLAGE shall affix the date on which he/she signs this Agreement on Page 1 hereof, which date shall be the effective date of this Agreement.

Q. 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.

R. Venue: The parties hereto agree that for purposes of any lawsuit(s) between them concerning this Agreement, its enforcement, or the subject matter thereof, venue shall be in DuPage County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

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 LOMBARD, an Illinois
Municipal corporation

William J. Mueller
Village President

Brigitte O'Brien
Village Clerk

DATED: _____

OWNER:

By: _____

Name: _____

Title: _____

ATTEST:

Title: _____

DATED: _____

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO
HEREBY CERTIFY that William J. Mueller, personally known to me to be the President of the
Village of Lombard, and Brigitte O'Brien, 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 sub-
scribed to the foregoing instrument, appeared before me this day in person and severally
acknowledged that as such President and Deputy 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 free and voluntary
act, and as the free and voluntary act and deed of said municipal corporation, for the uses and
purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2005.

Commission expires _____, _____.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO
HEREBY CERTIFY that the above-named _____, 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 they signed and delivered the said instrument, as
their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this ____ day of _____, 2005

Commission expires _____, ____.

Notary Public

SCHEDULE OF EXHIBITS

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

OF LOT 4 IN WALTON'S SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 9, 1979 AS DOCUMENT R79-1016854, IN DUPAGE COUNTY, ILLINOIS

