

**ANNEXATION AGREEMENT**

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of September, 2005, by and between the Village of Lombard, a municipal corporation (hereinafter referred to as "Village"); and \_\_\_\_\_ (hereinafter referred to as "Owner").

**WITNESSETH:**

**WHEREAS**, the 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 Village adopted Ordinance 1725 on December 18, 1972 which annexed a portion of the Subject Property legally described in EXHIBIT B, attached hereto and made a part hereof (hereinafter referred to as the "Annexed Property"); and

**WHEREAS**, a portion of the Subject Property legally described in EXHIBIT C, attached hereto and made a part hereof (hereinafter referred to as the "Annexation Property") is currently unincorporated; and

**WHEREAS**, the Annexation Property is adjacent to and contiguous to the existing corporate boundaries of the Village; and

**WHEREAS**, the Village desires to annex and the Owner desires to have the Annexation 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 Annexation 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 approximately 0.60 acres feet in size, with the Annexation Property being 0.16 acres in size, and there are \_\_\_\_\_ electors residing thereon; and

**WHEREAS**, all owner(s) of record of the Annexation Property, and at least fifty-one percent (51%) of the electors residing thereon have signed a Petition for Annexation of the Annexation Property to the Village, which Petition is hereinafter referred to as the "Annexation Petition"; and

**WHEREAS**, a public hearing on this Annexation Agreement ("Agreement") has been held by the Corporate Authorities on the \_\_\_\_\_ day of September, 2005; and

**WHEREAS**, the parties wish to enter into a binding agreement with respect to the said annexation 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, 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 deem it to the mutual advantage of the parties and in the public interest that the Annexation Property be annexed to and developed as a part of the Village as hereinafter provided; and

**WHEREAS**, the annexation of the Annexation 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**, the Corporate Authorities of the Village have examined the proposed uses by Owner and have determined that said uses and the development of the Annexation Property in accordance with this Agreement comply with the Comprehensive Plan of the Village.

**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, Owner agree that the foregoing recitals are incorporated in this Agreement as if fully recited herein.

2. **Development of Subject Property**: Village, Owner agree that the Annexation Property shall be developed in accordance with the terms of this Agreement.

3. **Annexation**: Subject to the provisions of Article 7 of Act 5 of Chapter 65 of the Illinois Compiled Statutes, the parties agree to do all things necessary or appropriate to cause the Annexation 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 5/7-1-8 of Act 5 of Chapter 65 of the Illinois Compiled Statutes.

4. **Zoning:** Upon annexation of the Annexation Property to the Village as set forth herein, the Annexation Property shall be classified by operation of law under the R-1 Single Family Residence District as provided by the Zoning Ordinance.

5. **Fees:** In consideration of the voluntary nature of the annexation and in consideration the annexation request is intended to ensure that the Subject Property in its entirety in within the Corporate limits of the Village, the Village agrees to waive all costs associated with the annexation of the Annexation Property.

6. **Annexation to Lombard Park District:** The Owner agrees to petition the Lombard Park District to have the Annexation Property annexed to the Lombard Park District upon its annexation to the Village.

7. **Special Conditions:** Owner shall comply with the following special conditions which shall be applicable to the development and use of the Annexation Property:

- A. The Owner shall dedicate a portion of the Annexation Property for public right of purposes as depicted in EXHIBIT D attached hereto and made a part hereof.
- B. The Owner shall also grant an easement for public roadway purposes as depicted on EXHIBIT E attached hereto and made a part hereof. The Village agrees to abrogate/release the easement for public roadway purposes upon completion of construction of a new roadway within the dedicated Wilson Avenue right-of-way depicted in EXHIBIT D.

- C. Owner shall not be required to construct any public improvements to service the Subject Property, but agrees not to object to any Special Assessment or Special Service Area initiated by the Village, for the construction of any such watermain extensions or any other public improvements, or for the provision of any other purpose for which a Special Assessment or Special Service Area may be initiated. As part of any future Special Service or Special Assessment for public improvements associated with the Wilson Avenue right of way reconstruction, the Village agrees to provide up to \$5,000 in parkway and landscape improvements to be placed on the Annexation property.

**8. General Provisions:**

- A. **Notices:** Notice or other writings which either party is required to, or may wish to, serve upon the 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) If to the Village or  
Corporate Authorities:

President and Board of Trustees  
VILLAGE OF LOMBARD  
255 East Wilson Avenue  
Lombard, Illinois 60148

With a copy to:

Village Manager  
VILLAGE OF LOMBARD  
255 East Wilson Avenue  
Lombard, Illinois 60148

Director of Community Development  
VILLAGE OF LOMBARD  
255 East Wilson Avenue  
Lombard, Illinois 60148

Thomas P. Bayer  
KLEIN, THORPE AND JENKINS, LTD.  
20 North Wacker Drive  
Suite 1660  
Chicago, Illinois 60606

(2) If to the Owner:

---

---

---

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

**B. Binding Agreement** This Agreement shall insure to the benefit of and shall be binding upon Owner and successors in any manner in title, and shall be binding upon the Village and the successor Corporate Authorities of the Village and any successor municipality.

**C. Court Contest:** In the event the annexation of the Annexation Property, the classification of the Annexation Property for zoning purposes or any 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 mentioned in subsection 8Q below.

**D. Remedies:** The Village and Owner, and their respective successors and assigns, covenant and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by either party, or their respective successors or assigns, which default exists uncorrected for a period of ten (10) days after written notice to the party to such default, 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 respective successor or successors in title.

**E. Conveyances:** Nothing contained in this Agreement shall be construed to restrict or limit the right of Owner and sell or convey all or any portion of the Annexation Property, whether improved or unimproved.

**F. Survival of Representations:** Both 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 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 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 its own expense.

**K. Authorization to Execute:** The individuals constituting the lawful authority of Owner and executing this Agreement warrant that they have to execute this Agreement as 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. 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 parties.

**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 the 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

ATTEST:

By: \_\_\_\_\_  
Village President

\_\_\_\_\_  
Village Clerk

DATED: \_\_\_\_\_

OWNER:

By: \_\_\_\_\_  
Its \_\_\_\_\_

OWNER

By: \_\_\_\_\_  
Its \_\_\_\_\_

OWNER

By: \_\_\_\_\_  
Its \_\_\_\_\_

**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 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 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 \_\_\_\_\_, \_\_\_\_\_.

Commission expires \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public



**Schedule of Exhibits**

- |           |  |
|-----------|--|
| Exhibit A | Legal Description of Subject Property    |
| Exhibit B | Legal Description of Annexed Property    |
| Exhibit C | Legal Description of Annexation Property |
| Exhibit D | Wilson Avenue Right of Way Dedication    |
| Exhibit E | Easement for Public Roadway Purposes     |

**EXHIBIT A – LEGAL DESCRIPTION OF SUBJECT PROPERTY**

LOT 1 IN BLOCK 1 IN FLOWERFIELD ACRES, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1946 AS DOCUMENT 501719, AND CERTIFICATES OF CORRECTION FILED JULY 25, 1946 AS DOCUMENT 502990, AND MARCH 20, 1947 AS DOCUMENT 514615, TOGETHER WITH THAT PART OF VACATED WILSON AVENUE (PER DOCUMENT 983459) IMMEDIATELY NORTH OF AND ADJACENT TO SAID LOT 1, ALL IN DUPAGE COUNTY, ILLINOIS.

AND

Parcel Numbers: 06-18-302-023

**EXHIBIT B – LEGAL DESCRIPTION OF ANNEXED PROPERTY**

LOT 1 IN BLOCK 1 IN FLOWERFIELD ACRES, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1946 AS DOCUMENT 501719, AND CERTIFICATES OF CORRECTION FILED JULY 25, 1946 AS DOCUMENT 502990, AND MARCH 20, 1947 AS DOCUMENT 514615, ALL IN DUPAGE COUNTY, ILLINOIS.



**EXHIBIT C - LEGAL DESCRIPTION OF ANNEXATION PROPERTY**

THAT PART OF VACATED WILSON AVENUE (PER DOCUMENT 983459) NORTH OF AND ADJACENT TO LOT 1 IN BLOCK 1 IN FLOWERFIELD ACRES, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1946 AS DOCUMENT 501719, AND CERTIFICATES OF CORRECTION FILED JULY 25, 1946 AS DOCUMENT 502990, AND MARCH 20, 1947 AS DOCUMENT 514615, TOGETHER WITH, ALL IN DUPAGE COUNTY, ILLINOIS.

**EXHIBIT D - WILSON AVENUE RIGHT OF WAY DEDICATION**

**EXHIBIT E - EASEMENT FOR PUBLIC ROADWAY PURPOSES**