

VILLAGE OF ANTIOCH

Ordinance No. 10-06-20

***AN ORDINANCE ANNEXING CERTAIN PROPERTY
AND AMENDING THE ZONING MAP OF THE VILLAGE OF ANTIOCH
REGARDING CERTAIN PROPERTY LOCATED AT 23109 W. ROUTE 173***

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES

OF THE

VILLAGE OF ANTIOCH, ILLINOIS

ON

JUNE 7, 2010

**Published in pamphlet form by authority of the Village Board
of the Village of Antioch, Lake County, Illinois,
this 15th day of June, 2010**

LAWRENCE M. HANSON	President	DENNIS B. CROSBY	Trustee
		JAY JOZWIAK	Trustee
CANDI L. ROWE	Clerk	SCOTT A. PIERCE	Trustee
		TED P. POULOS	Trustee
ROBERT J. LONG	Attorney	GEORGE C. SAKAS	Trustee
		MICHAEL W. WOLCZYK	Trustee

ORDINANCE NO. 10-06-20

**AN ORDINANCE ANNEXING CERTAIN PROPERTY
AND AMENDING THE ZONING MAP OF THE VILLAGE OF ANTIOCH
REGARDING CERTAIN PROPERTY LOCATED AT 23109 W. ROUTE 173**

WHEREAS, William Creaney and Mario Maglio (hereinafter described as “Owners”) are the record owners of property commonly known as 23109 West Route 173, which property is currently contiguous to property within the Village of Antioch, but is not currently part of the Village, and

WHEREAS, the subject property is legally described as set forth on Exhibit A hereto, and

WHEREAS, the Owners have recently submitted petitions in proper form to the Village Board of Trustees and to the Planning and Zoning Board (“PZB”), for the annexation of the subject property and amendment of the existing official Zoning Map of the Village essentially seeking to change the subject property from the Village’s default R-1 zoning district to the M-1 light manufacturing zoning district, and

WHEREAS, the legal notice involving the petitions was duly published and notice properly given to all adjoining and abutting property owners as required by the Illinois Municipal Code and by the Antioch Zoning Code, and

WHEREAS, both the PZB and the Village Board duly convened public hearings and public meetings, during which evidence was presented and considered, and

WHEREAS, the subject property is located in an area that is designated as intended for uses compatible with the M-1 zoning district in the Village’s current comprehensive plan, and is bordered by properties on two sides, being the north and east by other properties currently within the M-1 zoning district, and

WHEREAS, the PZB did, upon a motion duly made and seconded, vote to approve the proposed zoning map amendment, and

WHEREAS, the Village Board has received the recommendation of the PZB to approve the petition upon certain conditions and requirements, the said recommendation being incorporated herein as Exhibit B hereto, and

WHEREAS, the site development plan described in Exhibit B hereto and being a part of the petition is incorporated herein as Exhibit C, and

WHEREAS, the owners have previously entered into an annexation agreement with the Village, in which they expressed their intentions of developing the property in conformity therewith, including Exhibit C hereto, a true copy of which is attached hereto and incorporated herein as Exhibit D, and

WHEREAS, the Village Board does find as follows:

- a) that the petitions are well-taken;
- b) that they meet all the necessary prerequisites imposed by the Illinois Municipal Code and the Zoning Code of the Village of Antioch;

- c) that the annexation of the property is consistent with the Village's comprehensive plan and will materially benefit the logical and orderly growth of the Village of Antioch;
- d) that the proposed intended use is compatible with the adjoining properties;
- e) that the proposed light industrial use will be properly buffered by the site improvements set forth in the annexation agreement and the site plans and will materially improve the aesthetic aspects of the site as a whole;
- f) that the site plan set forth in the petition will provide for appropriate use of the land, including preservations of natural vegetation and wetlands as well as minimizing the impact on adjoining properties.

NOW THEREFORE, BE IT ORDAINED by the Village of Antioch, Lake County, Illinois, as follows:

SECTION ONE: The property legally described in Exhibit A hereto be and is hereby annexed into and made a part of the territory of the Village of Antioch;

SECTION TWO: The property legally described in Exhibit A hereto be and is hereby rezoned and reclassified from the R-1 zoning district to the M-1 zoning district;

SECTION THREE: The Annexation Agreement, attached hereto as Exhibit D, and including Exhibit C therein be and the same is adopted as a substantive part of this Ordinance, and the Owners shall be required to develop the property in accordance with that Annexation Agreement, which requirement shall run with the land;

SECTION FOUR: The Owners shall further be obligated to make such payments to the Village and to pay for recording of this Ordinance and the Plat of Annexation, together with any and all such miscellaneous expenses as are required by the Annexation Agreement, this Ordinance and the Municipal Code of Antioch;

SECTION FIVE: This Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF ANTIOCH, ILLINOIS, ON THIS 7TH DAY OF JUNE, 2010.

AYES: 6: Pierce, Poulos, Sakas, Crosby, Wolczyk and Jozwiak.

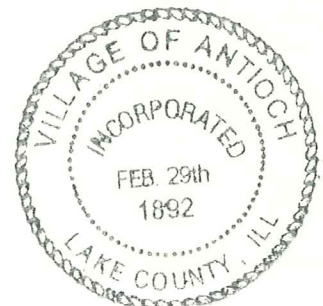
NAYS: 0.

ABSENT: 0.


LAWRENCE M. HANSON, MAYOR

ATTEST:


CANDI L. ROWE, VILLAGE CLERK



STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

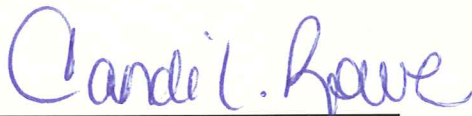
CERTIFICATE

I, Candi L. Rowe, certify that I am the duly appointed Municipal Clerk of the Village of Antioch, Lake County, Illinois.

I certify that on June 7, 2010, the Corporate Authorities of such municipality passed and approved Ordinance No. 10-06-20, entitled "**AN ORDINANCE ANNEXING CERTAIN PROPERTY AND AMENDING THE ZONING MAP OF THE VILLAGE OF ANTIOCH REGARDING CERTAIN PROPERTY LOCATED AT 23109 W. ROUTE 173**" which provided by its terms that it should be published in pamphlet form.

The pamphlet form of **Ordinance No. 10-06-20**, including the Ordinance and cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on June 15, 2010, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the Municipal Clerk.

DATED at Antioch, Illinois, this 15th day of June, 2010.


Candi L. Rowe, Village Clerk



VILLAGE OF ANTIOCH, LAKE COUNTY

Department of Planning, Zoning & Building
Mailing Address: 874 Main Street Office Location: 882 - B Main Street
Antioch, Illinois 60002
Weekday Hours: 7:30 AM To 4:00 PM Phone: (847) 395-9462 Fax: (847) 395-9482

VILLAGE BOARD OF TRUSTEES, for Annexation NOTICE OF PUBLIC HEARING

FILE NUMBER: PZB 09-05

PETITIONER: William Creaney and Mario Maglio
40 W. Route 173, Antioch, Illinois 60002
(847) 395-0076
(847) 395-8743 (Fax)

OWNER: William Creaney and Mario Maglio

PROPERTY: 23109 W. Illinois Route 173, Antioch, Illinois 60002

A PORTION OF THE FOLLOWING DESCRIBED TRACT OF LAND, TO WIT: THAT PART OF THE SOUTH HALF OF THE NORTH HALF OF SECTION 17, TOWNSHIP 46 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT A POINT IN THE CENTER OF FOX RIVER ROAD ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE EAST ON SAID LINE TO THE WEST LINE OF SECTION 16 IN SAID TOWNSHIP; THENCE SOUTH ALONG THE WEST LINE 966.15 FEET TO THE NORTH LINE OF PREMISES CONVEYED TO IRA W. BOYLAN AND MAYBEL GRIMM, BY DEED DATED APRIL 28, 1923 AND RECORDED MAY 17, 1923, AS DOCUMENT 224121; THENCE WEST TO THE CENTER OF SAID FOX RIVER ROAD; THENCE NORTH ALONG THE CENTER OF THE ROAD TO THE POINT OF BEGINNING, SAID PORTION BEING DESCRIBED AS FOLLOWS; COMMENCING AT A POINT IN THE CENTER LINE OF THE PUBLIC HIGHWAY KNOWN AS STATE ROUTE 173, WHICH POINT IS 342.61 FEET NORTHWESTERLY FROM THE INTERSECTION OF THE SOUTH LINE OF SAID TRACT OF LAND WITH CENTER LINE OF SAID PUBLIC HIGHWAY; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID PUBLIC HIGHWAY KNOWN AS STATE ROUTE 173 A DISTANCE OF 160.39 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE CENTER LINE OF SAID PUBLIC HIGHWAY TO THE SOUTH LINE OF THE FIRST DESCRIBED TRACT OF LAND; THENCE EAST ALONG THE SOUTH LINE OF SAID FIRST DESCRIBED TRACT OF LAND 199.79 FEET; THENCE NORTHEASTERLY TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, ILLINOIS.

PIN No: 02-17-200-022

REQUEST: Petitioner is requesting annexation into the Village of Antioch and rezoning the property from it's current Lake County Residential R-1 zoning classification to the Village of Antioch's M-1 Manufacturing zoning classification.

PROPOSAL: The purpose of the annexation and rezoning request is to allow the expansion of the Bodycraft parking facility and outside storage for the operation of the business, as well as improvements of the Bodycraft property. The improvements include the demolition of the unsightly single family residence currently on the site, and the paving, fencing and landscaping of the current gravel parking lot connected to the Bodycraft establishment.

DATE: April 19th, 2010

TIME: 7:30 PM or immediately following a previously scheduled hearing.

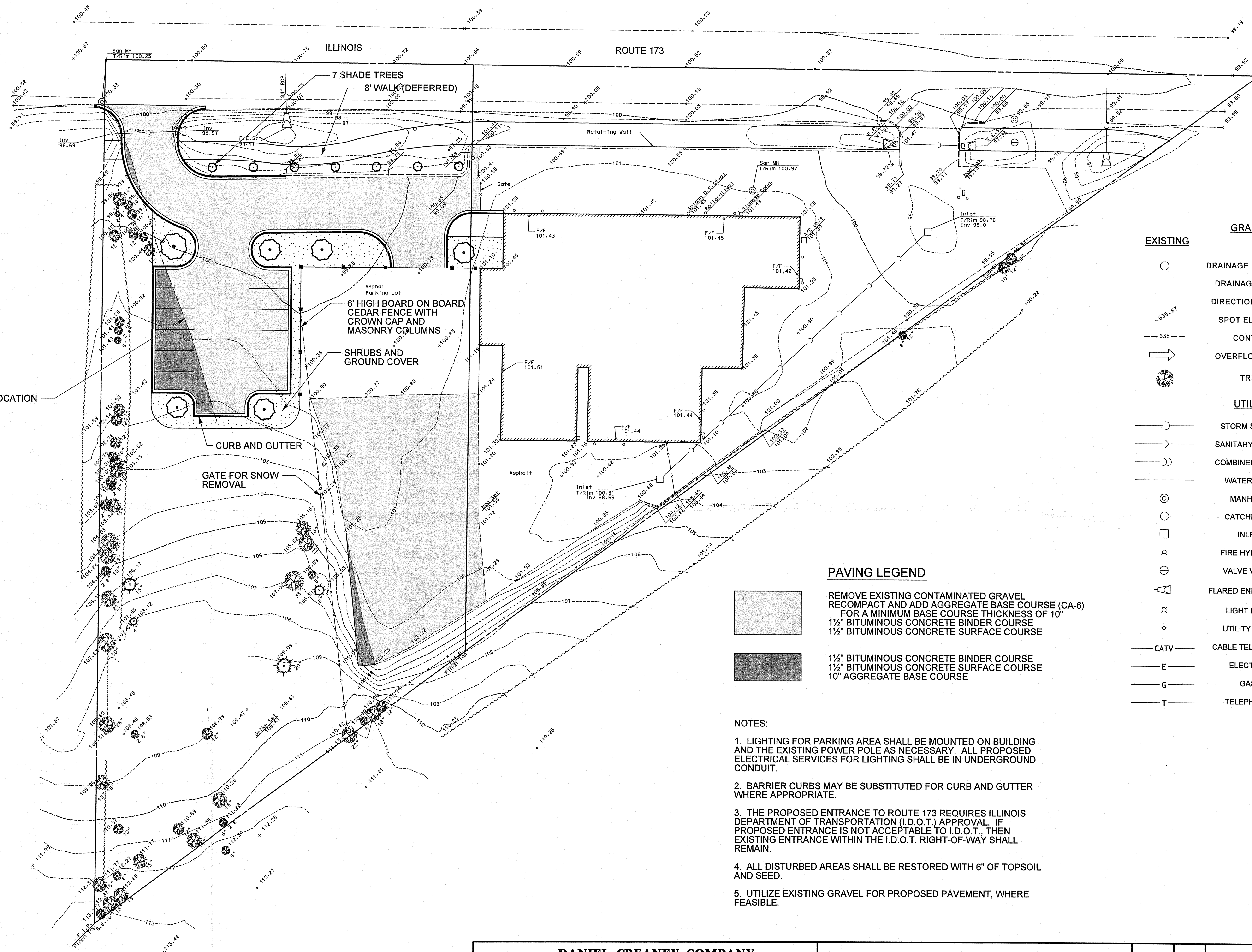
PLACE: Board Room, Village Hall
874 Main Street, Antioch, IL 60002

All persons desiring to appear and be heard thereon for or against said petition may appear at said hearing and be heard. Interested persons unable to attend may submit written comments prior to the hearing addressed to the Village Clerk at the Village Hall, FAX (847) 395-1920, or e-mail: vlgclerk@antioch-il.org.

Lawrence M. Hanson, Mayor

2/9/2010
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EXISTING DRIVEWAY LOCATION



SCALE: 1" = 20'

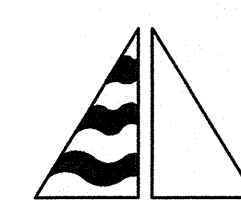
EXISTING		GRADING	PROPOSED
○	DRAINAGE STRUCTURE	●	
→	DRAINAGE SUMMIT	↔	
→	DIRECTION OF FLOW	→	
635.67	SPOT ELEVATION	634	
635	CONTOUR	635	
→	OVERFLOW ROUTE	→	
●	TREE	●	
UTILITY			
—	STORM SEWER	—	
—	SANITARY SEWER	—	
—	COMBINED SEWER	—	
—	WATER MAIN	—	
⊙	MANHOLE	⊙	
○	CATCHBASIN	●	
□	INLET	■	
⋈	FIRE HYDRANT	⋈	
⊖	VALVE VAULT	⊖	
⚡	FLARED END SECTION	⚡	
⋈	LIGHT POLE	⋈	
⋈	UTILITY POLE	⋈	
—	CATV	—	
—	ELECTRIC	—	
—	GAS	—	
—	TELEPHONE	—	

PAVING LEGEND

- REMOVE EXISTING CONTAMINATED GRAVEL
RECOMPACT AND ADD AGGREGATE BASE COURSE (CA-6)
FOR A MINIMUM BASE COURSE THICKNESS OF 10"
1 1/2" BITUMINOUS CONCRETE BINDER COURSE
1 1/2" BITUMINOUS CONCRETE SURFACE COURSE
- 1 1/2" BITUMINOUS CONCRETE BINDER COURSE
1 1/2" BITUMINOUS CONCRETE SURFACE COURSE
10" AGGREGATE BASE COURSE

NOTES:

1. LIGHTING FOR PARKING AREA SHALL BE MOUNTED ON BUILDING AND THE EXISTING POWER POLE AS NECESSARY. ALL PROPOSED ELECTRICAL SERVICES FOR LIGHTING SHALL BE IN UNDERGROUND CONDUIT.
2. BARRIER CURBS MAY BE SUBSTITUTED FOR CURB AND GUTTER WHERE APPROPRIATE.
3. THE PROPOSED ENTRANCE TO ROUTE 173 REQUIRES ILLINOIS DEPARTMENT OF TRANSPORTATION (I.D.O.T.) APPROVAL. IF PROPOSED ENTRANCE IS NOT ACCEPTABLE TO I.D.O.T., THEN EXISTING ENTRANCE WITHIN THE I.D.O.T. RIGHT-OF-WAY SHALL REMAIN.
4. ALL DISTURBED AREAS SHALL BE RESTORED WITH 6" OF TOPSOIL AND SEED.
5. UTILIZE EXISTING GRAVEL FOR PROPOSED PAVEMENT, WHERE FEASIBLE.



DANIEL CREANEY COMPANY
CONSULTING CIVIL ENGINEERS
450 SKOKIE BLVD. SUITE 105
NORTHBROOK, ILLINOIS (847) 480-5757

DESIGNED BY: DC CHECKED BY: DC SCALE: 1" = 20'
DRAWN BY: JP JOB NO.: 6489 BOOK:

BODYCRAFT

ANTIOCH, ILLINOIS

SITE PLAN

SHEET			2
OF			3
2-3-10	DAC	REVIEW	
12-8-09	DAC	VILLAGE SUBMITTAL	
DATE	BY	REVISION	
DATE			12-4-09

PROJ. NO. 6489

ANNEXATION AGREEMENT

This Annexation Agreement (the "Agreement") is made and entered into this ____ day of _____, 2010 by and among the VILLAGE OF ANTIOCH, an Illinois Municipal Corporation located in Lake County, Illinois (the "Village") and William Creaney and Maria Maglio (the "Owners"). (The Village and Owner are hereinafter collectively referred to as "parties" and individually referred to as a "Party".)

RECITALS

- A. Owners are the owners of record of approximately 1.1552 acres of real property located in the Town of Antioch, Lake County, Illinois, which property is legally described on the Plat of Annexation attached hereto as Exhibit "A" and incorporated herein by reference (the "Property").
- B. The territory that is the subject matter of this Agreement includes the Property and the entire right-of-way of Illinois Route 173 as required by Section 5/7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1.
- C. The Parties desire to enter into this Agreement pursuant to the provisions of Section 5/11-15.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1 et seq. in accordance with the terms and conditions hereinafter set forth.
- D. The Property is not presently located within the corporate limits of any municipality, but is contiguous to and may be annexed to the VILLAGE OF ANTIOCH as provided in Article 5/7 of the Illinois Municipal Code, 65 ILCS 5/7-1-1 et seq.
- E. Owners seek to annex the Property to the Village to improve the Property in accordance with the land use plan attached hereto as Exhibit "B" and incorporated herein by reference (the "Land Use Plan").
- F. The Village acknowledges that the Owners' proposed use of the Property will be compatible with and will further the planning objectives of the Village and that the annexation of the Property to the Village will be of substantial benefit to the Village, will extend the corporate limits and jurisdiction of the Village, will permit orderly growth, planning and development of the Village, will increase the tax base of the Village, and will promote and enhance the general welfare of the Village and its residents.
- G. Owners have filed with the Village Clerk a property Annexation Petition (the "Annexation Petition") pursuant to 5/7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, signed by the owners of record of the Property and at least fifty-one percent (51%) of the electors residing thereon.
- H. Pursuant to the applicable provisions of the Illinois Municipal Code, a proposed Annexation Agreement similar in substance and in form to this Agreement was submitted to the President

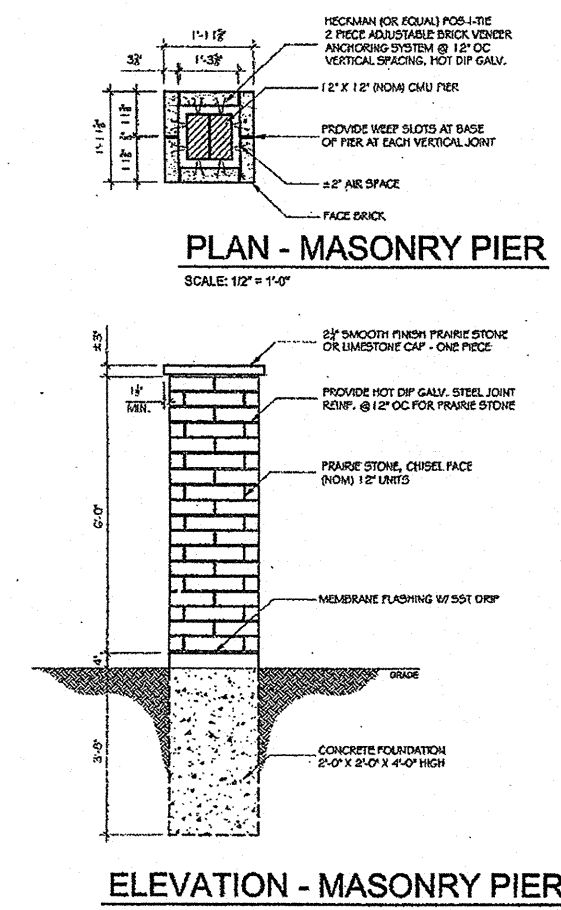
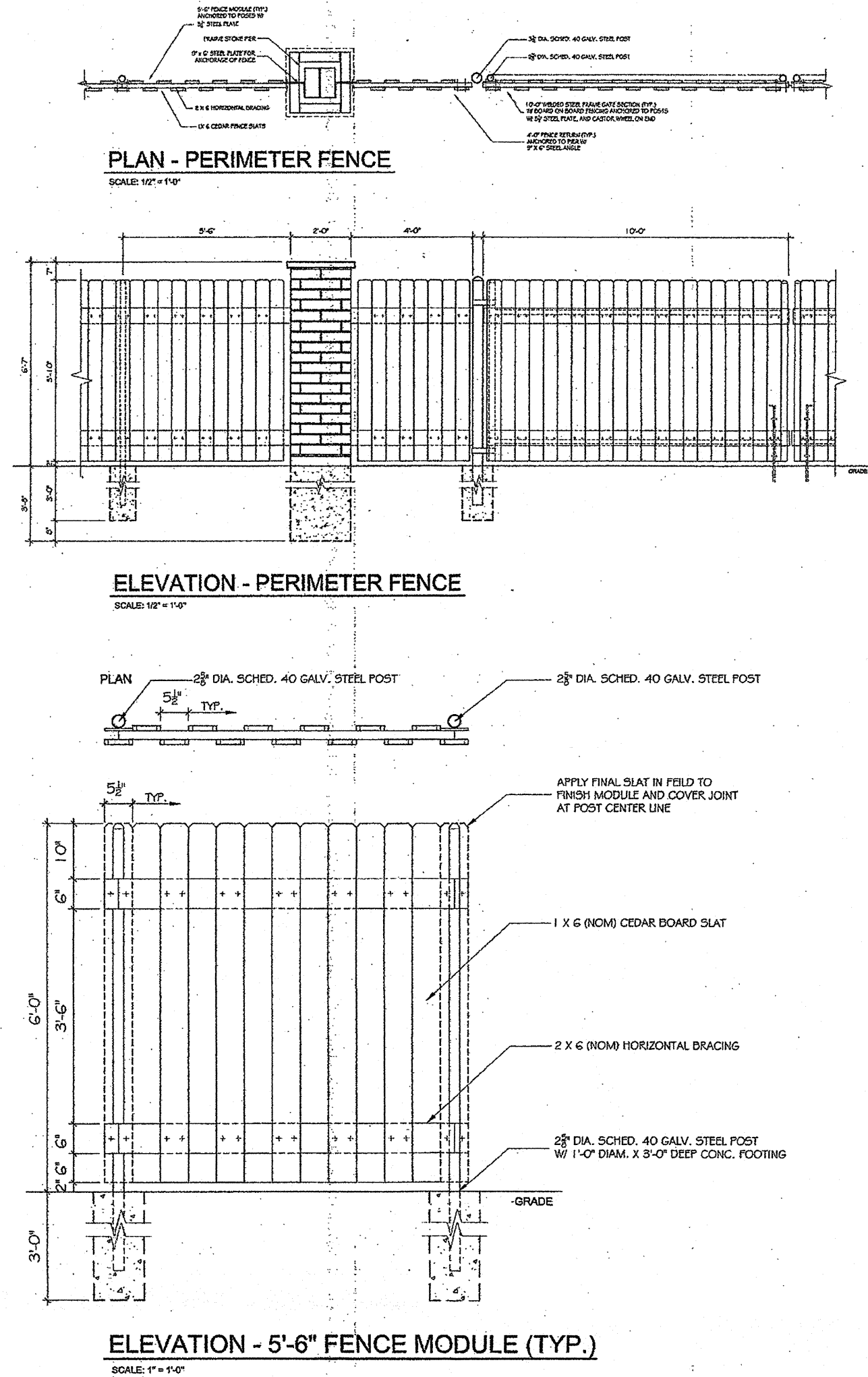
2/9/2010
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- GENERAL NOTES/SPECIFICATIONS
- A. GENERAL
1. EARTHWORK AND PAVING SPECIFICATIONS
THE ILLINOIS DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", LATEST EDITION, AND ALL ADDENDA THERETO, SHALL GOVERN THE EARTHWORK AND PAVING WORK UNDER THIS CONTRACT, EXCEPT AS MODIFIED BY THESE SPECIFICATIONS.
2. UNDERGROUND SPECIFICATIONS
THE "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS", LATEST EDITION, SHALL GOVERN THE UNDERGROUND WORK UNDER THIS CONTRACT, EXCEPT AS MODIFIED BY THESE SPECIFICATIONS.
3. WORK
WORK SHALL MEAN THE FURNISHING OF ALL LABOR, MATERIAL, EQUIPMENT AND OTHER INCIDENTALS NECESSARY OR CONVENIENT TO THE SUCCESSFUL COMPLETION OF THE IMPROVEMENTS DESIGNED BY THE ENGINEER AND SHOWN ON THIS SET OF PLANS. WORK SHALL ALSO INCLUDE CARRYING OUT OF ALL THE DUTIES AND OBLIGATIONS IMPOSED BY THE AGREEMENT BETWEEN THE OWNER AND THE CONTRACTOR FOR THE PROPER INSTALLATION AND ACCEPTANCE OF THE IMPROVEMENTS DESIGNED BY THE ENGINEER AND SHOWN ON THIS SET OF PLANS.
4. COMPLIANCE WITH LOCAL ORDINANCES
ALL WORK PERFORMED UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE VILLAGE OF ANTIOCH'S ORDINANCES AND STANDARDS.
5. GUARANTEE ALL WORK PERFORMED BY THE CONTRACTOR AND/OR SUBCONTRACTOR UNDER THIS CONTRACT SHALL BE GUARANTEED TO THE VILLAGE OF ANTIOCH AND OWNER BY EACH CONTRACTOR AND SUBCONTRACTOR AND HIS SURETY FOR A PERIOD OF 12 MONTHS AFTER FINAL ACCEPTANCE OF THE WORK AGAINST ALL DEFECTS IN MATERIALS AND WORKMANSHIP OF WHATEVER NATURE.
6. EXISTING UTILITIES
WHEN THE PLANS OR SPECIAL PROVISIONS INCLUDE INFORMATION PERTAINING TO THE LOCATION AND ELEVATIONS OF UTILITY FACILITIES, SUCH INFORMATION REPRESENTS ONLY THE OPINION OF THE ENGINEER AS TO LOCATION AND ELEVATION OF SUCH UTILITIES AND IS ONLY INCLUDED FOR THE CONVENIENCE OF THE BIDDERS. THE ENGINEER AND THE OWNER ASSUME NO RESPONSIBILITY WHATSOEVER IN RESPECT TO THE SUFFICIENCY OR ACCURACY OF THE INFORMATION SHOWN ON THE PLANS RELATIVE TO THE LOCATION AND ELEVATION OF UTILITY FACILITIES, NOR THE MANNER IN WHICH THEY ARE TO BE REMOVED OR ADJUSTED. IT IS EACH CONTRACTOR'S AND SUBCONTRACTOR'S RESPONSIBILITY TO VISIT THE SITE AND DETERMINE THE ACTUAL LOCATION AND ELEVATION OF ALL UTILITIES. EACH CONTRACTOR AND SUBCONTRACTOR SHALL OBTAIN FROM THE RESPECTIVE UTILITY COMPANIES DETAILED INFORMATION RELATIVE TO THE LOCATION AND ELEVATION OF THEIR FACILITIES AND THE WORKING SCHEDULES OF THE UTILITY COMPANIES FOR REMOVING OR ADJUSTING THEM.
- EACH CONTRACTOR AND SUBCONTRACTOR PERFORMING UNDERGROUND WORK SHALL CONTACT J.U.L.I.E. AT 1-800-892-0123 AT LEAST 48 HOURS PRIOR TO START OF WORK.
7. SAFETY OF WORK
EACH CONTRACTOR AND SUBCONTRACTOR SHALL BE RESPONSIBLE SIBLE FOR INITIATING, MAINTAINING AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. EACH CONTRACTOR AND SUBCONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS FOR THE SAFETY OF, AND SHALL PROVIDE THE NECESSARY PROTECTION TO PREVENT DAMAGE, INJURY OR LOSS TO:
- A) ALL EMPLOYEES ON THE WORK AND OTHER PERSONS AND ORGANIZATIONS WHO MAY BE AFFECTED THEREBY;
- B) ALL THE WORK AND MATERIALS AND EQUIPMENT TO BE INCORPORATED THEREIN, WHETHER IN STORAGE ON OR OFF THE SITE; AND
- C) OTHER PROPERTY AT THE SITE OR ADJACENT THERETO, INCLUDING TREES, SHRUBS, LAWNS, WALKS, PAVEMENTS, ROADWAYS, STRUCTURES, UTILITIES AND UNDERGROUND FACILITIES NOT DESIGNATED FOR REMOVAL, RELOCATIONS OR REPLACEMENT IN THE COURSE OF CONSTRUCTION.
- D) EACH CONTRACTOR AND SUBCONTRACTOR SHALL DESIGNATE A RESPONSIBLE REPRESENTATIVE AT THE SITE WHOSE DUTY SHALL BE THE PREVENTION OF ACCIDENTS. THIS PERSON SHALL BE THE CONTRACTOR'S SUPERINTENDENT UNLESS OTHERWISE DESIGNATED IN WRITING BY THE CONTRACTOR TO OWNER.
8. EXISTING ELEVATIONS AND LOCATIONS
EVERY CONTRACTOR AND SUBCONTRACTOR SHALL VERIFY THE ELEVATIONS AND LOCATIONS OF ALL EXISTING INFORMATION AS SHOWN ON THE PLANS AND NOTIFY THE ENGINEER OF ALL DISCREPANCIES, IN WRITING, PRIOR TO THE COMMENCEMENT OF THE WORK. EXISTING UNDERGROUND UTILITIES SHALL BE EXPOSED BY THE CONTRACTORS AND SUBCONTRACTORS PRIOR TO THE START OF CONSTRUCTION TO DETERMINE IF A PROBLEM OR CONFLICT EXISTS WITH THE PROPOSED IMPROVEMENTS AND TO AVOID DELAYS IN THE PROGRESS OF THE WORK ONCE THE WORK COMMENCES.
9. NOTIFICATION
THE VILLAGE OF ANTIOCH'S ENGINEER SHALL BE NOTIFIED BY EVERY CONTRACTOR AND SUBCONTRACTOR AT LEAST TWO WORKING DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
10. COMPLIANCE WITH LAWS AND REGULATIONS
EVERY CONTRACTOR SHALL COMPLY WITH ALL LOCAL AND STATE SAFETY LAWS, REGULATIONS AND ORDINANCES, AND FEDERAL SAFETY REGULATIONS AS OUTLINED IN THE LATEST REVISIONS OF THE FEDERAL CONSTRUCTION SAFETY STANDARDS AND WITH ALL PROVISIONS AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) STANDARDS. EACH CONTRACTOR AND SUBCONTRACTOR IS RESPONSIBLE FOR PROVIDING A SAFE WORKING PLACE FOR HIS EMPLOYEES. EACH CONTRACTOR AND SUBCONTRACTOR IS RESPONSIBLE FOR THE SUPERVISION, DIRECTION AND CONDUCT OF THEIR EMPLOYEES, AGENTS, MATERIAL SUPPLIERS AND VENDORS.

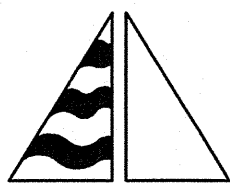
11. INDEMNIFY AND HOLD HARMLESS
EVERY CONTRACTOR AND SUBCONTRACTOR, BY USING THESE PLANS FOR HIS WORK, AGREES TO INDEMNIFY AND HOLD HARMLESS THE VILLAGE OF ANTIOCH, DANIEL CREANEY COMPANY (THE ENGINEER), HIS EMPLOYEES AND AGENTS WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DAMAGES, AND THE COST OF DEFENSE ARISING OUT OF THE CONTRACTOR'S OR SUBCONTRACTOR'S PERFORMANCE OF THE WORK DESCRIBED HEREIN, BUT NOT INCLUDING THE SOLE NEGLIGENCE OF THE OWNER, HIS AGENTS, THE ENGINEER, HIS EMPLOYEES AND AGENTS.
- EVERY CONTRACTOR AND SUBCONTRACTOR SHALL PROVIDE ALL REQUIRED INSURANCE TO THE LIMITS REQUIRED BY THE OWNER AND VILLAGE OF ANTIOCH PRIOR TO THE START OF CONSTRUCTION. BY USE OF THESE PLANS, EACH CONTRACTOR AND SUBCONTRACTOR AGREES TO NAME THE VILLAGE OF ANTIOCH, DANIEL CREANEY COMPANY, ITS EMPLOYEES AND AGENTS, AND THE OWNER AS ADDITIONAL INSURED.
12. TRAFFIC CONTROL
TRAFFIC CONTROL SHALL BE USED WHEN NECESSARY AS DETERMINED BY THE CONTRACTOR AND SUBCONTRACTOR AND SHALL BE IN ACCORDANCE WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION STANDARDS. COST OF TRAFFIC CONTROL SHALL BE INCIDENTAL TO THE CONTRACT.
13. GRASS AREAS WITHIN RIGHT-OF-WAY
ALL GRASS AREAS WITHIN THE RIGHT-OF-WAY DISTURBED DURING CONSTRUCTION SHALL BE RESTORED BY PLACING A MINIMUM 4" TOPSOIL AND SEEDING OR SODDING.
14. EXISTING DITCH DRAINAGE
EXISTING DITCH DRAINAGE SHALL BE MAINTAINED DURING CONSTRUCTION. THE DITCH SHALL BE RESTORED BY GRADING TO UNIFORM SLOPE AND SEEDING.
15. PAVEMENT DISTURBED DURING CONSTRUCTION
ANY EXISTING ROADWAY PAVEMENT OR SHOULDER DISTURBED DURING CONSTRUCTION SHALL BE RESTORED IN ACCORDANCE WITH I.D.O.T. STANDARDS.
16. EXISTING DRAIN TILE
ALL EXISTING FIELD DRAINAGE TILE ENCOUNTERED OR DAMAGED DURING CONSTRUCTION SHALL BE RESTORED TO THEIR ORIGINAL CONDITION, PROPERLY REROUTED AND/OR CONNECTED TO THE STORM SEWER SYSTEM.
17. ITEMS NOT SPECIFICALLY SHOWN
ALL ITEMS THAT ARE NOT SPECIFICALLY SHOWN ON THE PLANS OR IN THE SUMMARY OF QUANTITIES BUT CAN REASONABLY BE INTERPRETED TO BE INCLUDED IN THE WORK DESCRIBED SHALL BE INCIDENTAL TO THE COST OF THE CONTRACT.
18. FINAL FRAME ADJUSTMENTS
THE PAVING CONTRACTOR SHALL MAKE ALL NECESSARY FINAL ADJUSTMENTS TO EXISTING FRAMES, GRATES, LIDS AND STRUCTURES TO MEET FINAL FINISHED GRADES.
19. RECORD DRAWINGS
EACH CONTRACTOR AND SUBCONTRACTOR SHALL MAINTAIN AND KEEP UP TO DATE A SET OF "RECORD DRAWINGS" SHOWING ALL CHANGES FROM THE ORIGINAL PLANS. ALL CONTRACTORS AND SUBCONTRACTORS SHALL DELIVER THE "RECORD DRAWINGS" TO THE ENGINEER AT THE CONCLUSION OF THE PROJECT.
20. NOTICE TO CONTRACTOR
BEFORE BEGINNING CONSTRUCTION, EACH CONTRACTOR AND SUBCONTRACTOR MUST VERIFY THE LINE AND GRADE STAKES. IF THERE ARE ANY DISCREPANCIES FROM WHAT IS SHOWN ON THE PLANS, THEY MUST IMMEDIATELY REPORT SAME TO ENGINEER BEFORE DOING ANY WORK, OTHERWISE THE CONTRACTOR AND SUBCONTRACTOR ASSUMES FULL RESPONSIBILITY.
21. CONTRACTOR(S)
FOR THE PURPOSES OF THESE SPECIFICATIONS, THE TERMS CONTRACTOR AND SUBCONTRACTOR SHALL MEAN ANY PERSON OR ENTITY THAT PROVIDES WORK FOR THE IMPROVEMENTS AS SHOWN ON THESE PLANS. THE ENGINEER, OWNER AND THE ARCHITECT ARE NOT CONSIDERED CONTRACTORS OR SUBCONTRACTORS.

- B. PAVING
1. BASE COURSE SHALL BE AGGREGATE BASE COURSE, TYPE B (CRUSHED STONE, CA-6) CONFORMING TO THE STANDARD SPECIFICATIONS. (SEE PLANS FOR THICKNESS)
2. SURFACE COURSE AND BINDER COURSE SHALL BE HOT MIX ASPHALT CONFORMING TO IDOT STANDARDS. (SEE PLANS FOR THICKNESS)
3. SUBGRADE SHALL BE FINISHED TO DESIGN SUBGRADE ELEVATIONS BY THE EARTHWORK CONTRACTOR. FINE GRADING FOR PAVEMENTS SHALL BE THE RESPONSIBILITY OF THE PAVING CONTRACTOR.
4. THE BASE COURSE SHALL BE PRIMED AT THE RATE OF 0.25 TO 0.50 GALLONS PER SQUARE YARD WITH A LIQUID ASPHALT CONFORMING TO I.D.O.T. STANDARDS AND APPROPRIATE FOR PREVAILING WEATHER CONDITIONS. PRIME COAT SHALL BE CONSIDERED AS INCIDENTAL TO THE CONTRACT.
5. PAVEMENT SHALL BE CONSTRUCTED ON A THOROUGHLY COMPACTED SUBGRADE MEETING THE REQUIREMENTS OF SECTION 300 OF THE STANDARD SPECIFICATIONS. PRIOR TO PLACEMENT OF THE PROPOSED PAVEMENT, THE SUBGRADE SHALL BE PROOF ROLLED BY THE PAVING CONTRACTOR WITH A FULLY LOADED TANDEM AXLE DUMP TRUCK (MINIMUM 20 TONS). PROOF ROLLING SHALL BE WITNESSED BY THE MATERIALS CONSULTANT, ARCHITECT OR ENGINEER.
6. FABRIC SHALL BE APPLIED TO EXISTING PAVEMENT IN AREAS SO INDICATED ON THE PLANS. FABRIC SHALL BE "AMOPAVE 4599" AS MANUFACTURED BY AMOCO FABRICS COMPANY, OR APPROVED EQUAL AND SHALL BE APPLIED IN FULL COMPLIANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
7. PAVEMENT MARKINGS SHALL BE FACTORY MIXED, QUICK DRYING AND NON-BLEEDING CHLORINATED RUBBER-BASED PAINT COMPLYING WITH FS TT P-115CM, TYPE III. STRIPES SHALL BE 4 INCHES IN WIDTH, EXCEPT WHERE OTHER WIDTHS ARE SPECIFIED ON THE PLANS. PAINT SHALL BE APPLIED AT MANUFACTURER'S RECOMMENDED RATES. COLOR OF STRIPING SHALL BE YELLOW OR WHITE, AS DIRECTED BY THE OWNER OR ARCHITECT.
8. THE PAVING CONTRACTOR IS RESPONSIBLE FOR MAINTAINING PROPER DRAINAGE ON THE PROPOSED PAVEMENT. WHERE THE CONTRACTOR IS IN DOUBT ABOUT THE PROPER DIRECTION OF DRAINAGE, HE SHALL REQUEST ASSISTANCE FROM THE ARCHITECT OR ENGINEER.

- C. EARTHWORK
1. EARTHWORK UNDER THIS CONTRACT WILL INCLUDE, BUT IS NOT NECESSARILY LIMITED TO, THE FOLLOWING:
- A) INSTALL ALL EROSION CONTROL MEASURES AS REQUIRED.
- B) REMOVAL OF EXISTING PAVEMENT FROM THE SITE.
- C) PROTECTION OF CERTAIN TREES, AS DIRECTED BY THE VILLAGE OF ANTIOCH OR OWNER.
- D) STRIPPING OF ALL TOP SOIL AND OTHER UNSUITABLE MATERIALS AND STOCKPILING WHERE DIRECTED BY THE VILLAGE OF ANTIOCH OR OWNER.
- E) CLAY EXCAVATION, PLACEMENT AND COMPACTION AS NECESSARY TO OBTAIN DESIGN SUBGRADE ELEVATIONS FOR PAVEMENT, LAWN, AND STORM WATER DETENTION AREAS.
- F) REMOVAL OF ALL EXCESS MATERIALS FROM THE SITE LEAVING SUFFICIENT TOPSOIL FOR LANDSCAPING, INCLUDING BERMS.
- G) GRADING OF ALL SWALES AS INDICATED ON PLANS.
2. ALL WORK SHALL CONFORM TO THE APPLICABLE PROVISIONS OF SECTION 200 OF THE STANDARD SPECIFICATIONS.
3. PAVEMENT AREAS SHALL BE GRADED TO THE PROPOSED SUBGRADE ELEVATION. FINE GRADING OF PAVEMENT AREAS SHALL BE THE RESPONSIBILITY OF THE PAVING CONTRACTOR.
4. EMBANKMENTS FOR PAVEMENT AREAS SHALL BE COMPACTED TO A MINIMUM OF NINETY-FIVE PERCENT (95%) BASED ON ASTM D-1557-90 LABORATORY PROCEDURE. EMBANKMENTS IN LAWN AREAS SHALL BE COMPACTED TO A MINIMUM OF NINETY PERCENT (90%) BASED ON ASTM D-1557-90.
5. THE EARTHWORK CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING THE REQUIREMENTS OF ALL APPLICABLE SOIL EROSION AND SEDIMENT CONTROL ORDINANCES. THE COST OF ALL WORK NECESSARY TO MEET THESE REQUIREMENTS SHALL BE CONSIDERED AS INCIDENTAL TO THE CONTRACT, AND NO SEPARATE PAYMENT WILL BE MADE.
- D. SOIL EROSION CONTROL
1. SILT FENCE SHALL BE INSTALLED PRIOR TO ANY GRADING OPERATION.
2. CONTRACTOR AND SUBCONTRACTOR SHALL INSPECT THE SILT FENCING PERIODICALLY AND MAINTAIN OR REPLACE AS NECESSARY.
3. ALL OTHER SOIL EROSION CONTROL DEVICES AND MEASURES DEEMED NECESSARY BY THE VILLAGE ENGINEER SHALL BE IMPLEMENTED IMMEDIATELY UPON NOTIFICATION OF THE CONTRACTOR AND SUBCONTRACTOR.
4. THE EARTHWORK CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING THE REQUIREMENTS OF ALL APPLICABLE SOIL EROSION AND SEDIMENT CONTROL ORDINANCES. THE COST OF ALL WORK NECESSARY TO MEET THESE REQUIREMENTS SHALL BE CONSIDERED AS INCIDENTAL TO THE CONTRACT, AND NO SEPARATE PAYMENT WILL BE MADE.
- E. RESTORATION AND TREE PRESERVATION
1. ALL OFF-SITE AREAS DISTURBED BY CONSTRUCTION SHALL BE RESTORED BY SEEDING, EXCEPT WHERE SOD IS SPECIFICALLY INDICATED ON THE PLANS.
2. SEEDING SHALL INCLUDE A MINIMUM OF 4 INCHES OF TOPSOIL AND SHALL BE DONE IN CONFORMANCE WITH SECTION 250 OF I.D.O.T. STANDARD SPECIFICATIONS FOR CLASS 1 SEEDING.
3. SODDING SHALL INCLUDE A MINIMUM OF 4 INCHES OF TOPSOIL AND SHALL BE DONE IN CONFORMANCE WITH SECTION 252 OF I.D.O.T. STANDARDS.
4. CERTAIN TREES WILL BE DESIGNATED BY THE OWNER TO BE PRESERVED. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY DAMAGE TO SUCH TREES AND SHALL PROVIDE TEMPORARY FENCES AND OTHER MEASURES, AS NECESSARY, WITH ALL SUCH MEASURES CONSIDERED AS INCIDENTAL TO THE CONTRACT.
5. ALL DISTURBED LAWN AREAS WITHIN THE PUBLIC RIGHT-OF-WAY/ EASEMENTS WILL BE RESTORED WITH 6" OF TOPSOIL AND SOD AND ALL DAMAGED PORTIONS OF PUBLIC SIDEWALK ARE TO BE REPLACED WITH 6" P.C.C., CLASS S1 OVER A 3" CA-6 BASE.



PROPOSED FENCE DETAIL

 <div>DANIEL CREANEY COMPANY CONSULTING CIVIL ENGINEERS 450 SKOKIE BLVD. SUITE 105 NORTHBROOK, ILLINOIS (847) 480-5757</div>	BODYCRAFT						SHEET 3 OF 3	
	ANTIOCH, ILLINOIS							
	NOTES AND DETAILS				2-3-10	DAC		REVIEW
					12-8-09	DAC		VILLAGE SUBMITTAL
					DATE	BY		REVISION
DESIGNED BY: <u>DC</u> CHECKED BY: <u>DC</u> SCALE: _____ DRAWN BY: <u>JP</u> JOB NO.: <u>6489</u> BOOK: _____				DATE <u>12-4-09</u>				

and Board of Trustees of the Village (hereinafter collectively referred to as the “Corporate Authorities”) and a public hearing was held thereon pursuant to notice, as provided by statute.

I. Pursuant to notice, as required by statute and ordinance, public hearings were held by the Village Zoning Board of Appeals/Plan Commission on the requested zoning of the Property, and the findings of fact and recommendations made by said body have been forwarded to the Corporate Authorities.

J. Due and proper notice of the proposed annexation has been given to the Trustees of the Antioch Fire Protection District, the Antioch Library District, and the Antioch Township Commissioner of Highways, more than ten (10) days prior to any action being taken on the annexation of the Property.

K. All other and further notices, publications, procedures, public hearings and other matters attendant to the consideration and approval of this Agreement and the annexation and zoning of the Property have been given, made, held and performed by the Village as required by Section 5/7-1-8 of the Municipal Code, 65 ILCS 5/7-1-8 and all other applicable statutes, and all applicable ordinances, regulations and procedures of the Village. This Agreement is made and entered into by the Parties pursuant to the provisions of 65 ILCS 5/11-15.1 et seq. of the Illinois Compiled Statutes.

L. The Corporate Authorities have duly considered all necessary petitions to enter into this Agreement, have considered the recommendations of the Village Zoning Board of Appeals/Plan Commission in connection with the proposed zoning of the Property and have further duly considered the terms and provisions of this Agreement and have, by an ordinance, duly adopted by a vote of two-thirds (2/3) of the Corporate Authorities then holding office, authorized the Mayor to execute and the Village Clerk to attest, this Agreement on behalf of the Village.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements herein made, the Parties hereby agree as follows:

ARTICLE I

RECITALS

The parties acknowledge that the statements and representations contained in the foregoing recitals are true and accurate and incorporate such recitals into this Agreement as if fully set forth in this Article I.

ARTICLE II

ANNEXATION OF THE PROPERTY

A. On or before the thirtieth (30th) day following the execution of this Agreement by all Parties, the Corporate Authorities shall proceed, subject to the terms and conditions set forth in this Agreement, to consider the question of annexing the Property to the Village and do all things necessary or appropriate to cause the Property to be validly annexed to the Village. All ordinances, plats, affidavits and other documents necessary to accomplish annexation shall be recorded by the Village at Owners' expense.

B. This Agreement in its entirety, at the option of the Owners, shall be null, void, and of no force and effect unless the Property is validly annexed to the Village and validly zoned and classified in accordance with and as contemplated by this Agreement at the times specified herein. Without Owners' and Owners' written consent, no action should be taken by the Corporate Authorities to annex the Property to the Village unless: (i) this Agreement has been fully executed by all Parties; and (ii) the Property is annexed to the Village, in its entirety, at one time.

ARTICLE III

ZONING AND DEVELOPMENT OF THE PROPERTY

A. After the execution of this Agreement and the adoption of an ordinance annexing the subject Property, the Corporate Authorities shall enact, within thirty (30) days from the date of execution of this Agreement, such ordinances and take such other actions as are necessary to rezone the property to the Village's M-1 (limited Manufacturing) zoning district..

B. Specifically, the Village shall allow the development of the Property pursuant to the proposed Body Craft site plan, which shall contain, among other things, the following:

- (i) Landscape plan, site plan, fence plan and easements and access attached hereto as Exhibit "B."

ARTICLE IV

CODES AND ORDINANCES; FEES

A. To the extent of any conflict, ambiguity or inconsistency between the terms, provisions or standards contained in this Agreement and the terms, provisions or standards, wither presently existing or hereafter adopted, of the Village Code, the Zoning Ordinance, the Development Ordinance, as hereinafter identified, or any other Village Code, ordinance or Regulation, the terms, provisions and standards of this Agreement shall govern and control. Notwithstanding the foregoing, if any Village Code, Ordinance or Regulation is hereafter adopted, amended or interpreted so as to be more restrictive upon owner with respect to the development of the Property than is the case under the existing law, then at the option of the Village, such more restrictive amendment or interpretation shall control.

- B. All permit and inspection fees for any improvement constructed on the Property shall be due and payable upon Application for Building Permit for that improvement.

ARTICLE V

SANITARY SEWER SERVICE

The Village represents and warrants that it owns, operates and maintains sanitary sewage treatment, facilities within its borders and sewer mains servicing the Property. However, the proposed improvements to the Property will not impact existing sewage systems. Any future extension and or connections requests shall be subject to then current fee and impact schedules of general applicability and shall be paid for by the petitioner, developer, or successors.

ARTICLE VI

POTABLE WATER SERVICE

The Village represents and warrants that it owns, operates and maintains a potable water supply and distribution system within its borders and water mains servicing the property. However, the proposed improvements to the Property will not impact existing water service. Any future extension and or connections requests shall be subject to then current fee and impact schedules of general applicability and shall be paid for by the petitioner, developer, or successors.

ARTICLE VII

STORM DRAINAGE

The Owners shall provide and perpetually maintain all necessary storm sewers, detention systems and compensatory storage in compliance with the Village, the Lake County and Village Watershed Development Ordinance and all other applicable laws and regulations, as modified or amended from time to time. The detention system shall be maintained by the Owner in accordance with Village-approved covenants recorded against the Property for that purpose in a safe, sanitary and sightly manner. If the owner or such person or entity which assumes ownership fails to so maintain the detention areas, the Village can, after thirty (30) days written notice to such Owners, undertake such maintenance and all costs associated therewith shall be paid by such Owners or other entity.

ARTICLE VIII

EXCAVATION, GRADING AND PREPARATION OF THE PROPERTY FOR DEVELOPMENT

No demolition, excavation, preliminary grading work, filling, tree removal, or soil stockpiling shall take place upon the Property until final engineering plans and final development plans are approved by the Village. No soil work shall be permitted until the Owners submit an approved grading plan and soil erosion and sedimentation control plan to the Village, which plans shall be satisfactory to the Village Engineer. Prior to the commencement work on the site, Owners shall provide to the Village the required and approved letter of credit. All such work is to be in accordance with the Watershed Development Ordinance in effect at the time such work is to be permitted.

ARTICLE IX

PERMITS

Provided that the Owners are in compliance with the material terms of this Agreement, the Village shall issue within fifteen (15) business days of the date of application therefor or within fifteen (15) business days of receipt of last of the fees, documents and information required to support and complete such application, whichever is later, each building permit and all other permits necessary or desirable to develop the subject Property as set forth herein. If the application is disapproved, the Village shall, within ten (10) business days, provide the applicant with a statement in writing specifying the reasons for denial of the application including specification of the requirements of law which the application and supporting documents fail to meet. Subject to the compliance provisions above, the Village agrees to issue such permits upon the applicant's compliance with those requirements of law so specified by the Village within ten (10) business days of re-submittal of the corrected fees, documents, or information.

ARTICLE X

EXISTING STRUCTURES

No construction of advertising signs related to any improvements on the Property will be necessary. Prior to placement of any trailers on the Property, owners shall deliver to the Village a Certificate of Insurance naming the Village, its officers, employees and agents as additional insureds.

ARTICLE XI

COVENANTS AND REGULATIONS

The Village has required Owners to observe and adhere to certain covenants and restrictions regarding the existing improvements located upon the Property and new improvements to be placed thereon, which items are as follows:

Owners shall only remove from the Property such trees as are necessary to be removed in order to install all of the sewer and water improvements upon the Property and to complete all improvements as contemplated by this Annexation Agreement. In the event the Owners are required to replace any trees upon the Property, all such trees will be selected from the approved Village list and installed by Owners in compliance with the Village Ordinance governing such.

Owners agree to conform to applicable Federal, State and Village Codes, Regulations, and Ordinances governing wetlands, floodplains and floodways. If applicable, the Owners shall be required to file with the Village a Wetlands Delineation Report prepared by a person or firm experienced in the development of such reports and competent to render an opinion from the data contained in such reports.

When applicable, the conclusions reached from the report shall be in a form and content sufficient to be reviewed and accepted by the Army Corps of Engineers, the County of Lake and/or the Village as a determination of the location and extent of any jurisdictional wetland on or adjacent to the subject Property.

Owners or the person or entity which assumes ownership of such areas agree to maintain all wetlands, floodplains and floodways in accordance with all applicable Federal, State, Village and Lake County Codes and Ordinances. If the owner or such person or entity which assumes ownership fails to so maintain the wetlands, floodplains and floodways, the Village can, after thirty (30) days written notice to such owner, undertake such maintenance and all costs associated therewith shall be paid by such owners.

ARTICLE XII

ANNEXATION AND IMPACT FEES, DONATIONS AND CONTRIBUTIONS

Owners agree to pay the following per unit fees at the time of application for permit:

- A. Usual and customary site development and building permit fees shall be pursuant to ordinances existing at the time of application for permit.
- B. Annexation fees pursuant to Resolution

ARTICLE XIII

MUTUAL ASSISTANCE

A. The parties shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms, including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the Village of such resolutions and ordinances and the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Agreement and as may be necessary to give effect to the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms.

ARTICLE XIV

REMEDIES

A. Upon a breach of this Agreement, any of the Parties, in any court of competent jurisdiction, by an action or proceeding solely in equity, may secure the specific performance of the covenants and agreements herein contained, for failure of performance, or may obtain rescission and disconnection for material failure of performance.

B. Owners shall pay upon demand all of Village's costs, charges, and expenses, including fees for attorneys, engineers, consultants, and others retained by the Village, incurred by the Village in enforcing any of the obligations of Owners under this Agreement, or in any litigation in which the Village shall, without the Village's fault, become involved through, or on account of, this Agreement.

C. The failure of the Parties 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.

D. If the performance of any covenant to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances shall only include acts of God, war, acts of civil disobedience, strikes or similar acts), the time for such performance shall be extended by the amount of time of such delay.

ARTICLE XV

TERM

This Agreement shall be binding upon the Parties and their respective successors and assigns for 25 years, commencing as of the date hereof, and for such further terms as may hereinafter be

authorized by statute and by Village Ordinance. If any of the terms of this Agreement, or the annexation or zoning of the Property, is challenged in any court proceeding, then, to the extent permitted by law, the period of time during which such litigation is pending shall not be included in calculating said 25-year period. The expiration of the Term of this Agreement shall not affect the continuing validity of the zoning of the Property, the Conditional Use Permit, or any ordinance enacted by the Village pursuant to this Agreement.

ARTICLE XVI

MISCELLANEOUS

A. Amendment. This Agreement, and the exhibits attached hereto, may be amended only by the mutual consent of the Parties, by adoption of an ordinance by the Village approving said amendment as provided by law, and by the execution of said amendment by the Parties or their successors in interest.

B. Severability. 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 validity of any other provisions, covenants or portions of this Agreement and, to that end, all provisions, covenants, agreements, and portions of this Agreement are declared to be severable. If, for any reason, the annexation or zoning of the Property is ruled invalid, in whole or in part, the Corporate Authorities, as soon as possible, shall take such actions (including the holding of such public hearings and the adoption of such ordinances and resolutions) as may be necessary to give effect to the spirit and intent of this Agreement and the objectives of the Parties, as disclosed by this Agreement, provided that the foregoing shall be undertaken at the expense of the Owner.

C. Entire Agreement. This Agreement sets forth all agreements, understandings, and covenants between and among the Parties. This Agreement supersedes all prior agreements, negotiations and understandings, written and oral, and is a full integration of the entire Agreement of the Parties.

D. Survival. The provisions contained herein shall survive the annexation of the Property and shall not be merged or expunged by the annexation of the Property to the Village.

E. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, successors of the owners and their respective successors, grantees, lessees and assigns, and upon successor corporate authorities of the Village and successor municipalities, and shall constitute a covenant running with the land. This Agreement may be assigned without Village approval. If a portion of the Property is sold, the seller shall be deemed to have assigned to the purchaser any and all rights and obligations it may have under this Agreement (excluding rights of recapture) which affect the portion of the Property sold or conveyed. The covenants and agreements contained in this Agreement shall be deemed to be covenants running with the land during the terms of this agreement and shall inure to the benefit of the parties hereto and be binding upon the heirs, executors, successors and assigns of the Parties, including the village, its Corporate Authorities and its successors in office.

F. Recording. Upon approval of this Agreement by the respect parties, this Agreement shall be recorded by the Village, at the expense of the Owners, with the Recorder of Deeds Office, lake County, Illinois.

G. Owners warrant to the Village that at all times up to and including the recording of this Agreement, that they are and shall be the lawful owners of record of the subject property. This warranty is material representation to this Agreement, the failure of which shall be a basis for the Village at its sole option, to be relieved of any of its obligations under this Agreement.

H. Notices. Any notice required or permitted by the provisions of this Agreement shall be in writing and sent by certified mail, return receipt requested, or personally delivered, to the Parties at the following addresses, or at such other addresses as the Parties may, by notice, designate:

If to the Village:
Village President
Village of Antioch
874 Main Street
Antioch, Illinois 60002

With a Copy to:
Village Administrator
Village of Antioch
874 Main Street
Antioch, Illinois 60002

If to the Owners:
William Creaney and Mario Maglio
40 W. Route 173
Antioch, Illinois 60002

With a Copy to:
Julie Ann Jelinek, Attorney at Law
425 Lake Street
Antioch, Illinois 60002

Notices shall be deemed given on the fifth (5th) business day following deposit in the U.S. Mail, if given by certified mail as aforesaid and, upon receipt, if personally delivered.

I. Time of Essence. Time is of the essence of this Agreement and of each and every provision hereof.

J. Village Approval. Wherever any approval or sent of the Village, or of any of its departments, officials, or employees is called for under this Agreement, the same shall be promptly considered giving due regard to the provisions of the Open Meetings Act of the State of Illinois.

K. No Disconnection. So long as the Village is in material conformity with the provisions of this Agreement, Owners shall take no action to disconnect the property from the Village and so long as the Village is in material conformity with the provisions of this Agreement, Owners waive any and all rights, statutory or otherwise, to disconnect the subject property from the corporate boundaries of the Village.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written, and by so executing, each of the Parties warrants that it possesses full right and authority to enter into this Agreement.

**VILLAGE OF ANTIOCH,
An Illinois Municipal Corporation**

By: _____
Mayor

ATTEST:

Village Clerk

OWNERS:

William Creaney

**Mario Maglio, by William Creaney,
his Attorney-In-Fact**