

VILLAGE OF ANTIOCH

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Recorded: 12/10/2012 at 09:29:51 AM
Receipt#: 2012-00080044
Page 1 of 22
Fees: \$46.00
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Lake County IL Recorder
Mary Ellen Vanderventer Recorder
File 6931659

12-09-16

AN ORDINANCE ANNEXING CERTAIN PROPERTY
AND AMENDING THE ZONING MAP OF THE VILLAGE OF ANTIOCH
REGARDING CERTAIN PROPERTY LOCATED WEST OF
OF ILLINOIS ROUTE 83 NORTH OF PARK TERRACE

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES

OF THE

VILLAGE OF ANTIOCH, ILLINOIS

ON

SEPTEMBER 17, 2012

Published in pamphlet form by authority of the Village Board
of the Village of Antioch, Lake County, Illinois,
this 19 day of September, 2012.

LAWRENCE M. HANSON	President	DENNIS B. CROSBY	Trustee
LORI K. FOLBRICK	Clerk	MARY C. DOMINIAK	Trustee
ROBERT J. LONG	Attorney	JAY JOZWIAK	Trustee
		SCOTT A. PIERCE	Trustee
		TED P. POULOS	Trustee
		GEORGE C. SAKAS	Trustee

MAIL TO:
ROBERT J. LONG
DANIELS, LONG & PINSEL LLC
19 N. COUNTY STREET
WAUKEGAN, IL 60085

PIX-1
(21) JT

ORDINANCE 12-09-16

**AN ORDINANCE ANNEXING CERTAIN PROPERTY
AND AMENDING THE ZONING MAP OF THE VILLAGE OF ANTIOCH
REGARDING CERTAIN PROPERTY LOCATED WEST OF
OF ILLINOIS ROUTE 83 NORTH OF PARK TERRACE**

WHEREAS, Jeffrey Turnbull (hereinafter described as "Owner") is the record owner of property located on the west side of Illinois Route 83 North of Park Terrace, 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 in two parcels legally described as set forth on Exhibit A hereto, which are designated as Property Index Numbers 02-17-107-006, 02-17-107-018, and 02-17-107-024, and

WHEREAS, the Owner has 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 B-1 commercial zoning district, and

WHEREAS, the legal notice involving the petitions was duly published and notice properly given to all adjoining and abutting property owner 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 B-1 zoning district in the Village's current comprehensive plan, and is located along a state highway primarily fronted by commercial uses both within the Village and in unincorporated areas that are fully compatible with the B-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 owner 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 commercial / office 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 B-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 Owner shall be required to develop the property in accordance with that Annexation Agreement, which requirement shall run with the land;

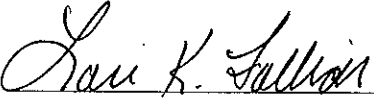
SECTION FOUR: The Owner shall further be obligated to make such payments to the Village and to pay for recording of this Ordinance and the Plat of Annexation, together with any and all such miscellaneous expenses as are required by the Annexation Agreement, this Ordinance and the Municipal Code of Antioch;

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 17 DAY OF SEPTEMBER, 2012.

ATTEST:


LAWRENCE M. HANSON, MAYOR


LORI K. FOLBRICK, VILLAGE CLERK



STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

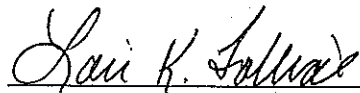
CERTIFICATE

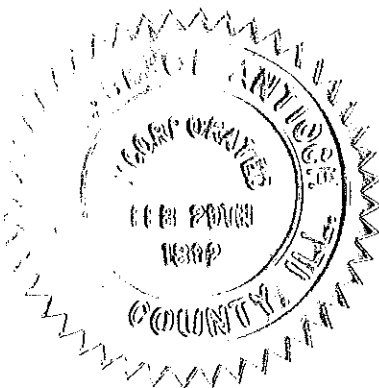
I, Lori K. Folbrick, certify that I am the duly appointed Municipal Clerk of the Village of Antioch, Lake County, Illinois.

I certify that on September 17 2012, the Corporate Authorities of such municipality passed and approved Ordinance No. 12-09-16, entitled "***AN ORDINANCE ANNEXING CERTAIN PROPERTY AND AMENDING THE ZONING MAP OF THE VILLAGE OF ANTIOCH REGARDING CERTAIN PROPERTY LOCATED WEST OF ILLINOIS ROUTE 83 NORTH OF PARK TERRACE***" which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 12-09-16, including the Ordinance and cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on September 19, 2012 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 19 day of September, 2012


Lori K. Folbrick, RMC/CMC
Village Clerk



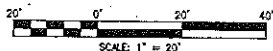
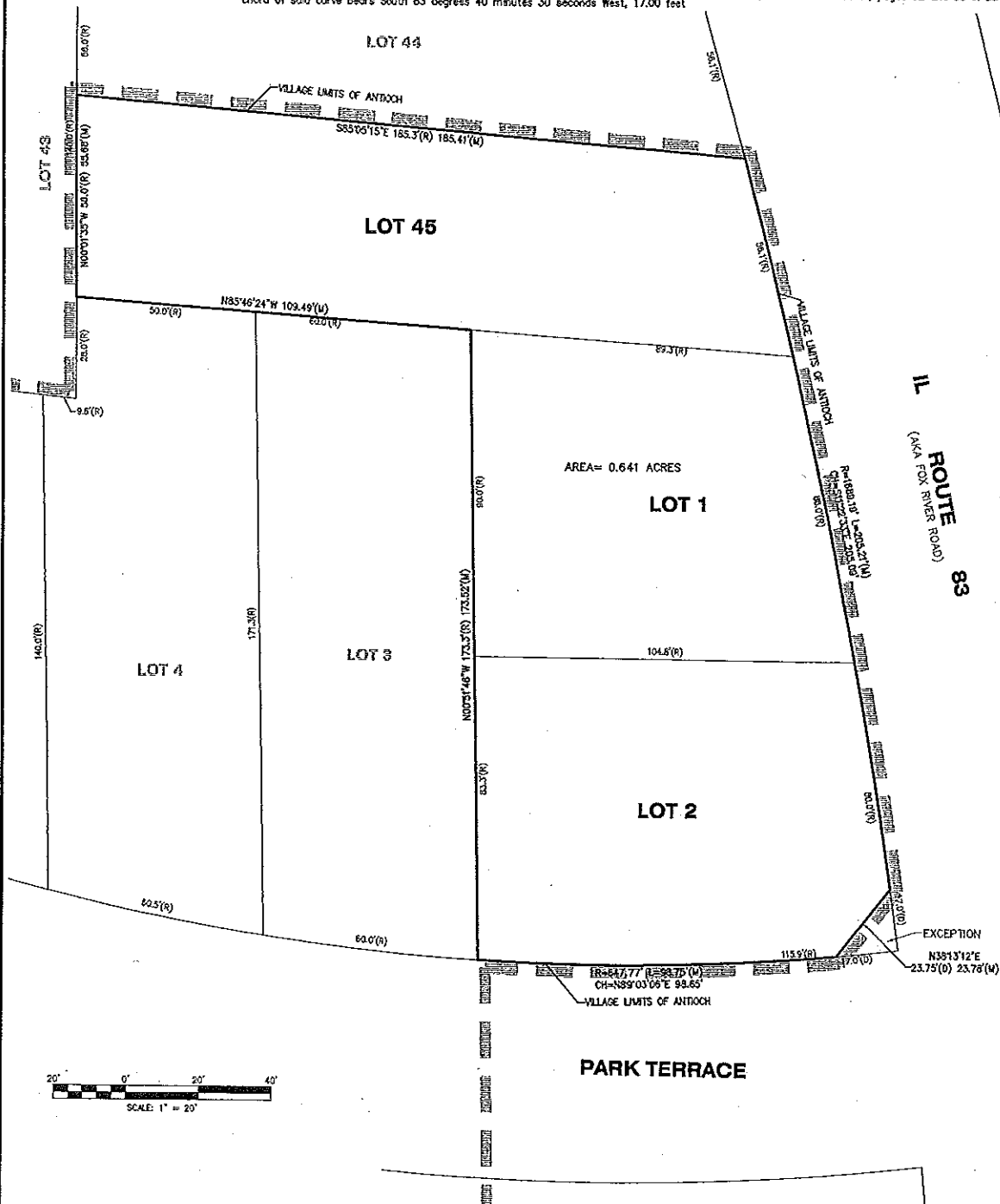


PLAT OF ANNEXATION

Lot 45 in Antioch Hills, a Subdivision of that part of the South Half of the Northwest Quarter of Section 17, Township 46 North, Range 10, lying West of the Fox River Road and that part of the Southwest Quarter of Section 17, Township 46 North, Range 10, lying North of the George Wedge Farm, according to the plat thereof, recorded October 2, 1924 as Document No. 248684, in Lake County, Illinois.

Lot 1 and Lot 2 (excepting that part of Lot 2 in First Addition to Antioch Hills, being a Subdivision of Section 17, Township 46 North, Range 10 East of the Third Principal Meridian, according to the Plat of said First Addition recorded June 4, 1948 as Document No. 644562, in Lake County, Illinois, described as follows: Beginning at the Southeast corner of the said lot; thence Westerly on the South line of said lot, said South line being a 647.77 foot radius curve concave Northerly, 17.00 feet, the chord of said curve bears South 83 degrees 40 minutes 30 seconds West, 17.00 feet

to a 5/8" rebar with an etched cap stamped "State of Illinois Division of Highways Right of Way corner PLS 2630"; thence North 37 degrees 58 minutes 18 seconds East, 23.75 feet to a 5/8" rebar with an etched cap stamped "State of Illinois Division of Highways Right of Way corner PLS 2630"; and to a point on the East line of said lot that is 17.00 feet North of the Southeast corner thereof, as measured on said East line; thence South on said East line being a 1889.19 foot radius curve concave Westerly, 17.00 feet, the chord of said curve bears South 07 degrees 43 minutes 48 seconds East, 17.00 feet to the Place of Beginning) in First Addition to Antioch Hills, being a Subdivision of Lot "A" and part of Lot "B" in Antioch Hills, a subdivision in Section 17, Township 46 North, Range 10 East of the Third Principal Meridian, according to the plat of said First Addition recorded June 4, 1948 as Document No. 644562, in Book 31 of Plats, pages 32 and 33 in Lake County, Illinois.



LEGEND

(M) MEASURED (D) DEED (R) RECORD

CLIENT: ALTERNATIVE SOLUTIONS, LLC
 DRAWN BY: MJV CHECKED BY: MJV
 SCALE: 1"=20' SEC. 17 T. 46 R. 10 E.
 BASIS OF BEARING: ASSUMED
 P.I.N.: 02-17-107-006, 018, 024
 JOB NO.: 110398 LD, PAN
 FIELDWORK COMP.: BK. 32 PG. 22, 25
 ALL DISTANCES SHOWN IN FEET AND DECIMAL
 PARTS THEREOF CORRECTED TO 68 F.

STATE OF ILLINOIS)) S.S.
 COUNTY OF McHENRY)

I hereby state that we have platted the premises above described, and that the plat hereon is a true representation of the said description.

This is not a Boundary Survey

Dated at Woodstock, McHenry County, Illinois 4/5 A.D., 2012.

Vanderslappen Surveying & Engineering, Inc.
 Design Firm No. 184-002792

By: *[Signature]*
 Illinois Professional Land Surveyor No. 8709

Legal Description

Legally Described as: Lot 45 in Antioch Hills, a Subdivision of that part of the South Half of the Northwest Quarter of Section 17, Township 46 North, Range 10, lying West of the Fox River Road and the Part of the Southwest Quarter of Section 17, Township 46 North, Range 10, lying North of the George West Farm According to the plat thereof recorded October 2, 1924 as Document 246684, in Lake County Illinois. And

Lot 1 and Lot 2 (excepting that part of Lot 2 in the First Addition to Antioch Hills, being a subdivision of Section 17, Township 46 North, Range 10 East of the Third Principal Meridian, according to that Plat of said First Addition recorded June 4th, 1948 as document No 644562, in Lake County Illinois.



MEMO

TO: Ken Karasek, Chairman; and Members of the
Combined Planning Commission and Zoning Board

FROM: Dustin Nilsen, AICP
Community Development Director

DATE: June 07th, 2012

RE: Proposed Map Amendment to B-1 Zoning pending Annexation; NW corner of Park Terrace and Route 83;
Petitioner Jeff Turnbull; PZB12-05; **RECOMMENDATION TO APPROVE WITH CONDITIONS.**

BACKGROUND

This report is in preparation for the P&Z Board's meeting scheduled for Thursday, June 14, 2012; 2011 7:30 PM.

Recent Site Visit: May 31st, 2012

Size of Site: Approximately .641 Acres

*Existing Zoning: R-1 Lake County Residential

*Adjacent Zoning: North: R-5, Multi Family Residential
South: B-1, Limited Retail
East: R-1, Single Family Residential
West: R-1, Lake County Residential

*See ATTACHMENT #1 for Immediate Vicinity Zoning Map

Existing Use: Vacant

Adjacent Uses: North: Multifamily Rental
South: Office
West: Single Family Residential
East: Church and School

Proposed Use: Chiropractic and Speculative Office of Approximately 3500 square feet.

REVIEW COMMENTS:

General Land Use and Zoning Designations. The Alternative Solutions proposal requests a rezoning to B-1, allowing for the construction of a 2664 office building and 860 feet of accessory garage and storage. The development site consists of approximately .641 acres of unincorporated and residentially zoned property located on the northwestern corner of Park Terrace and Route 83.

Given the commercial frontage and proximity to neighboring residential, the B-1 zoning classification is the most restrictive of the Village's commercial zoning designations, limiting retail users and requires uses to be conducted wholly within an enclosed structure.

Architecture and Site Design:

Architecture: The applicant has submitted initial architectural elevations included with its petition. Staff expressed concerns over the compatibility and design of the proposed building and the neighboring residential structures. In response, the petitioner has substantially revised the elevations to create a commercial structure with a residential scale and incorporating largely residential features. The structure incorporates a brick façade, roughcut stone wainscoting, and offsetting gables on three of the four elevations.

Landscape: Route 83 is considered a main arterial through the Village and its treatment should include a substantial landscape element. Along Route 83, there shall be installed 14 trees and 50, five gallon shrubs, the plan included does not appear to be in compliance with the standards, but could be made compliant through modifications made within the proposed landscape area.

Substantial plantings have been made to the western limits of the property to provide a screen for the residential uses next door. This is an important element to be noted to promote compatibility amongst neighboring land uses.

Tree Preservation: The site currently has a number of mature trees and the applicant has included a survey and inventory of the species. At this point it is unclear the caliper inches to be removed and or preserved. As required by Title 8 of the Village Code, the applicant must satisfy the tree replacement ordinance through plantings on site, or combination of monetary dedication to the Village's tree replacement fund. This matter should be addressed and incorporated into the annexation agreement and incorporated into the PZB's recommendation regarding the zoning of the property.

Lighting: Lighting should be residential in nature and be minimized to control offsite impacts. If lighting is used, it should be incorporated into the structures, fully downcast, and set at times and in intensity to meet the needs of the office, but not subject neighboring uses to spill over impacts. Specific lighting locations should be included within the plan and architectural elevations.

Site Access: The site has one access point to the south off Park Terrace. This location offers an access point off the major arterial and does not require an access permit to be issued by IDOT. As note, the sidewalk which fronts route 83, should be extended to the limits of the property and incorporated into Park Terrace landscape improvements.

Parking. The limited site area provides for limited parking options. At this time the 13 parking spaces provided meets the required ratio for retail and office users which would require 12 at peak demand.

RECOMMENDATION

I recommend that the P&Z Board consider a motion to approve the petition with the condition that the applicant makes technical corrections to the plan site design, including landscaping, tree replacement, lighting, and sidewalk installation, prior to have the Planning and Zoning Boards recommendation heard before the Village Board.

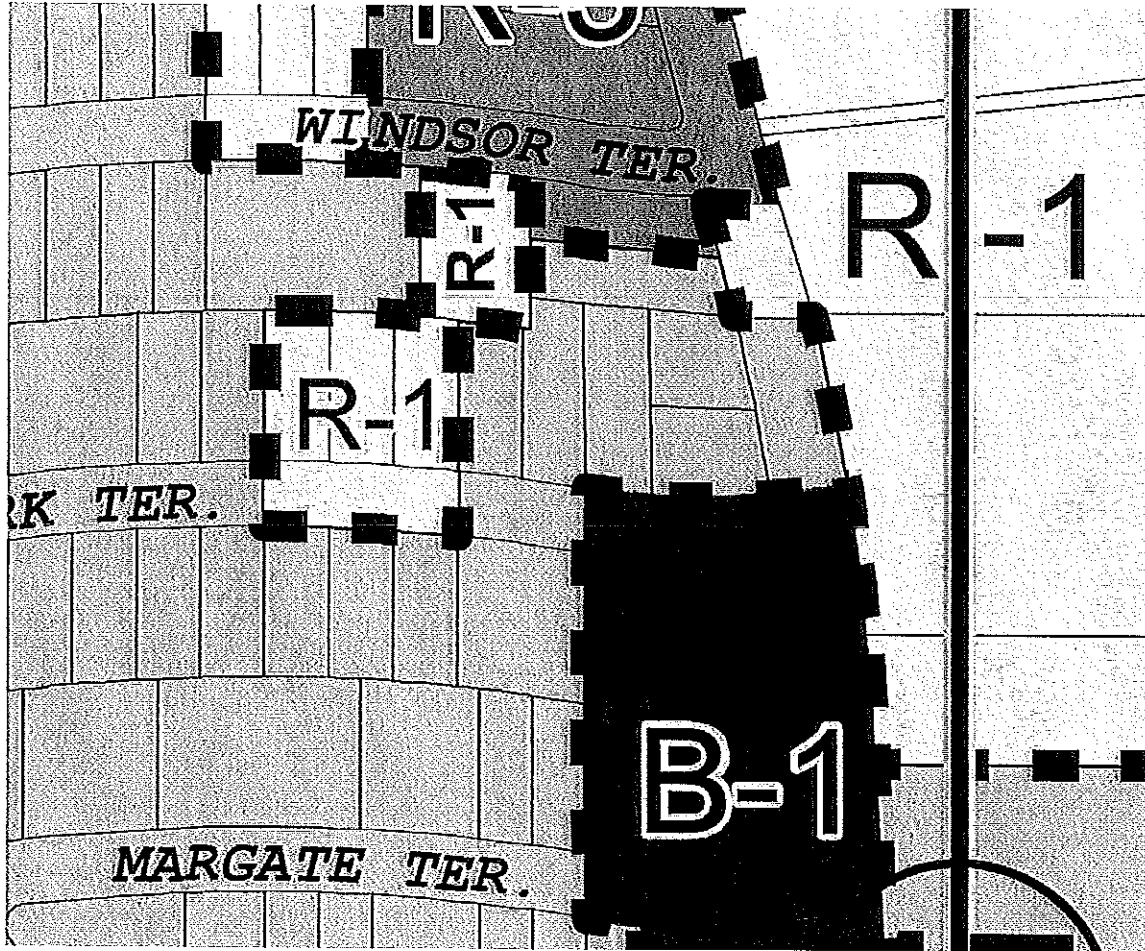
Respectfully submitted,

A handwritten signature in black ink, appearing to read "Dustin Nilsen", with a stylized, cursive script.

Dustin Nilsen, AICP

Community Development Director

ATTACHMENT #1: File PZB12-05 Immediate Vicinity Zoning Map



N:\PLANS\DOT\1220-CBS\TIC558-N-TIC558-1-VIC558-A-PAL-00-PAL-4/1/2012.TIF 1/1

ANNEXATION AGREEMENT

This Annexation Agreement (the "Agreement") is made and entered into this 28th day of November, 2012 by and among the VILLAGE OF ANTIOCH, an Illinois Municipal Corporation located in Lake County, Illinois (the "Village") and Jeffrey Turnbull (the "Owner"). (The Village and Owner are hereinafter collectively referred to as "parties" and individually referred to as a "Party".)

RECITALS

- A. The Owner is the owner of record of approximately 0.641 acres of real property (in three parcels) 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, portions of the right-of-way of Illinois Route 83, and the entire rights-of-way of Margate Terrace and Park Avenue 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 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.

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 B-1 (Commercial) zoning district..

B. Specifically, the Village shall allow the development of the Property pursuant to the proposed 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.

C. 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. Any extension

and or connection 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. Any extension and or connection 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

CONSTRUCTION TRAILERS AND ADVERTISING

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, provided, however, that cash in lieu of tree replacement shall be considered by the Village in view of the physical limitations of the size of the site, the scope of the project and the number of mature and semi-mature trees that are currently located thereon.

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 (in its sole discretion), after thirty (30) days written notice to such owner, choose to 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:
Jeffrey Turnbull

With a Copy to:
Neil J. Anderson
Neil J. Anderson, P.C.
1927 Main Street Rd
The Old Bank Building
Spring Grove, IL 60081-8851

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

ATTEST:

Dani K. Tallon
Village Clerk

By: [Signature]
Mayor

OWNERS:

[Signature]
Jeffrey Turnbull