

# VILLAGE OF ANTIOCH

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## *AN ORDINANCE ANNEXING CERTAIN PROPERTY TO THE VILLAGE OF ANTIOCH*

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ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES

OF THE

VILLAGE OF ANTIOCH, ILLINOIS

ON

June 6, 2016

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Published in pamphlet form by authority of the Village Board  
of the Village of Antioch, Lake County, Illinois,  
this 10th day of June, 2016.

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LAWRENCE M. HANSON

President

ED MACEK

Trustee

LORI K. FOLBRICK

Clerk

MARY C. DOMINIAK

Trustee

JAY JOZWIAK

Trustee

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Trustee

ROBERT J. LONG

Attorney

TED P. POULOS

Trustee

JERRY JOHNSON

Trustee

## **ORDINANCE NO. 16-06-15**

### **AN ORDINANCE ANNEXING and APPROVING AN ANNEXATION AGREEMENT FOR CERTAIN PROPERTY TO THE VILLAGE OF ANTIOCH**

**WHEREAS,** Robert and Maureen Buehler, and James and Debra Grandos (hereinafter described as “Owners”) are the record owners of a parcel of real property commonly known as 22221 W. Route 173, Antioch, Illinois in unincorporated Antioch Township, 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, for the annexation of the subject property, 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 Municipal Code, and

**WHEREAS,** the notice of intended annexation required by 65 ILCS 5/7-1-1 has been duly served upon the First Fire District of Antioch not less than 10 days in advance of the final board hearing and vote on this Ordinance, and

**WHEREAS,** the Village Board duly convened a public hearing and a public meeting, during which evidence was presented and considered, and

**WHEREAS,** the subject property is located in an area that is commercial in nature, consistent with the Village’s B-3 commercial zoning district, and

**WHEREAS,** the Petitioners seek to annex their property and have it designated as being within the Village’s B-3 commercial district, consistent with the Village’s land use policies, and

**WHEREAS,** the owners have committed to entering into an annexation agreement with the Village, in which they will be rezoning the subject site into a B-3 commercial site and will include a future re-imaging of the existing building, enlargement of existing parking lot, and landscape and lighting improvements consistent with the Village’s standards and ordinances:

**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 primarily commercial nature of the property as described in the petition and annexation agreement will be consistent with the commercial character of the surrounding properties and promote economic development in the Village;

**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 classified as being within the B-3 zoning district;

**SECTION THREE:** The Mayor and Clerk, as well as the Owners, are directed to execute the Annexation Agreement attached as Exhibit B hereto immediately upon the passage and approval of this Ordinance;

**SECTION FOUR:** The Annexation Agreement, attached hereto as Exhibit B 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 FIVE:** The Clerk is directed to record the Plat of Annexation and a certified copy of this Annexation Ordinance, along with her affidavit of notice to the First Fire District of Antioch, and to give the statutorily required notice of annexation to the Supervisor and Board of Antioch Township, the Antioch Township Highway Commissioner, the Antioch Township Clerk, the Lake County Clerk *ex officio* election authority over the subject property, and the United States Post Office, all consistent with the provisions of 65 ILCS 5/7-1-1;

**SECTION SIX:** 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 SEVEN:** 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 6<sup>th</sup> DAY OF JUNE, 2016.**

AYES: 5: Macek, Poulos, Jozwiak, Dominiak and Pierce.

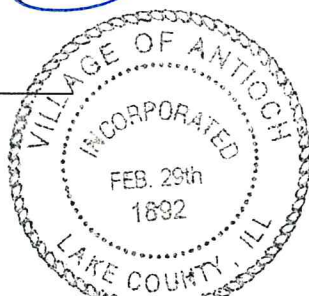
NAYS: 0.

ABSENT: 1: Johnson.

  
LAWRENCE M. HANSON, MAYOR

ATTEST:

  
LORI K. FOLBRICK, VILLAGE CLERK





STATE OF ILLINOIS     )  
                                      )  
COUNTY OF LAKE     )

SS

## 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 June 6, 2016, the Corporate Authorities of such municipality passed and approved **Ordinance NO: 16-06-15** entitled ***“AN ORDINANCE ANNEXING CERTAIN PROPERTY TO THE VILLAGE OF ANTIOCH ”*** which provided by its terms that it should be published in pamphlet form.

The pamphlet form of **Ordinance No. 16-06-15** including the Ordinance and cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on June 10th, 2016 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 10<sup>th</sup> day of June, 2016



Lori K. Folbrick, Village Clerk





Ordinance Exhibit "A"

Legal Description

Lots 18 and 19 in School Trustee's Subdivision of Section 16, Township 46 North Range 10 East of the Third Principal Meridian (except the West 1,363 feet thereof, and except the East 997.3 feet thereof), in Lake County, Illinois.



## ANNEXATION AGREEMENT

FOR  
**Colony Investment Partners Annexation**  
(Development Name)

Revision Date: June 1, 2016

THIS ANNEXATION AGREEMENT is entered into this 11<sup>th</sup> day of July 2016, by and between the Village of Antioch, an Illinois municipal corporation (hereinafter referred to as "VILLAGE"), Colony Investment Partners LLC, an Illinois Limited Liability Company (hereinafter collectively referred to as "OWNER"), and (hereinafter referred to as "DEVELOPER") for all the property described in the Plat of Annexation marked Exhibit A, attached hereto.

WITNESSETH:

WHEREAS, the VILLAGE OF ANTIOCH, is an Illinois municipal corporation; and,

WHEREAS, the OWNER is the owner of record of the real property legally described in Exhibit "A" (said property referred to herein as the "SUBJECT PROPERTY"), the Plat of Annexation and the legal description, attached hereto and hereby incorporated and made a part of this Agreement, which is not within the corporate limits of any municipality and which constitutes the SUBJECT PROPERTY to be annexed to the Village; and

WHEREAS, the SUBJECT PROPERTY is contiguous or may become contiguous with the corporate limits of the VILLAGE; and

WHEREAS, it is the intention of the parties that the annexation of the SUBJECT PROPERTY to the VILLAGE be upon the terms and conditions of this Agreement; and

WHEREAS, in accordance with 65 ILCS 5/11-15.1-1 et seq. of the Illinois Compiled Statutes and pursuant to lawful notice, the VILLAGE has placed this Agreement before the public for comment and hearing by its Corporate Authorities; and

WHEREAS, the VILLAGE, by its Corporate Authorities, shall consider an ordinance adopting this Agreement in the manner provided by law; and

WHEREAS, the adoption and approval of this Agreement is an exercise of the powers vested in the VILLAGE by the Illinois Compiled Statutes.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and

agreements herein contained, it is hereby agreed as follows:

**1. INCORPORATION OF RECITALS AND EXHIBITS.**

The foregoing recitals are hereby incorporated into the body of this Agreement as if fully set forth and repeated herein.

Any exhibit referred to in this Agreement and attached hereto shall also be considered incorporated herein by express reference.

**2. ANNEXATION AND ZONING.**

OWNER agrees within seven (7) days after the execution of this Agreement to file properly executed petitions for annexing and zoning the SUBJECT PROPERTY, if said petitions have not already been filed.

Within thirty (30) days of the later of filing or if the subject property is not now contiguous, the VILLAGE agrees, pursuant to requisite notice having been given, and in accordance with law, to enact and adopt ordinances annexing and zoning the SUBJECT PROPERTY designated in Exhibit A, attached hereto and made a part of this Agreement, to zoning classification B-3 Zoning.

OWNER and DEVELOPER agree that the Subject Property shall be developed in accordance with the ordinances of the VILLAGE, as approved or subsequently amended, and agree to follow all of the policies and procedures of the VILLAGE in connection with such development except as modified in this Agreement and the Addendum attached hereto and shall develop the Subject Property in accordance with the Preliminary Plat, which is marked "Exhibit B," attached hereto and made a part of this Agreement.

**3. LIBRARY DISTRICT ANNEXATION.**

Unless the Subject Property is already within the Antioch Library District, upon annexation of the Subject Property to the VILLAGE, the OWNER agrees to file petitions to annex the Subject Property to the Antioch Library District.

The OWNER agrees to annex the SUBJECT PROPERTY to the Antioch Public Library District within 30 days of contiguity with the Districts.

**4. PARKS AND SCHOOL DONATIONS.**

The OWNER and DEVELOPER agree to comply with the Village Ordinance on land/cash donations for park and school sites. Fees paid in lieu of park land are required prior to the release of the final plat. The DEVELOPER agrees to pay all fees identified in the school facility impact fee schedule attached.

The OWNER and DEVELOPER agree to comply with the Village Ordinance on land/cash donations for park and school sites. Fees paid in lieu of park land are required prior to the release of the final plat. If land is to be dedicated, the DEVELOPER shall enter into a formal park



agreement with the Village's Parks Department and shall incorporate the aforesaid agreement as Exhibit \_\_\_\_\_. (Not Applicable) The Village must approve all park designs and reserves the right to hire a landscape architect to design any park or open space area. The developer/owner agrees to pay any fee associated with the design.

## **5. FIRE PROTECTION DISTRICT DONATION.**

The OWNER and DEVELOPER agree to pay \$1,000.00 contribution per residential unit to the Antioch Fire Department in which the unit is located and \$0.20 per square foot for commercial development. The fee will be paid at the time of building permit issuance.

## **6. LIBRARY IMPACT FEE.**

The OWNER and DEVELOPER agree to pay \$300.00 per unit, as set forth in the inter-governmental agreement between the VILLAGE and the Antioch Library District. The fee will be paid at the time of building permit issuance.

## **7. WATER AND SEWER SERVICE.**

VILLAGE represents and warrants that the 9.54 acres of the SUBJECT PROPERTY described in Exhibit A is currently within the FPA (Facilities Planning Area) of the VILLAGE or if not presently in the FPA, the Village will submit all required applications to include the SUBJECT PROPERTY into the Village's FPA. Any and all application and associated costs to amend the FPA shall be the responsibility of the DEVELOPER.

## **8. WATER AND SANITARY SEWER FEES.**

Connection fees required for connection to the Village's sanitary sewer system are as established by Village Ordinance. The minimum connection fees to the Village's water supply system are as follows:

Water Meter size (inches)	Water Connection Fee
1 inch	2,070.00
1 ½ inch	2,400.00
2 inch	2,800.00
3 inch	3,200.00
4 inch	3,600.00
6 inch	4,400.00
Sanitary (P.E.)	Sanitary Connection Fee
1 P.E.	2,962.00

All sanitary sewer construction requiring an Illinois Environmental Protection Agency construction permit, upon receipt of required IEPA Sewer Permit, but before any sewer main construction, the

property owner or OWNER shall be required to pay the Village the total sewer connection fee for the entire area served by said permit. The population equivalent stated on the IEPA permit shall be the basis for calculating the required connection fees. Substantial sanitary sewer construction shall begin within ninety (90) days of receiving required IEPA sewer construction permits.

## **9. SANITARY SEWER OVERSIZING IMPACT FEE**

The OWNER and DEVELOPER recognize that certain sanitary sewer oversizing is required pursuant to the Sanitary Sewer Recapture Map. Said Map outlines the estimated cost per acre of sewer oversizing according to zones. The oversizing will be constructed by either the OWNER and DEVELOPER or the VILLAGE, at the VILLAGE's discretion. If constructed by the OWNER and DEVELOPER, recapture will follow the provisions of Section 10 of this ANNEXATION AGREEMENT. If constructed by the VILLAGE, OWNER and DEVELOPER will reimburse all VILLAGE expenses related to the sewer construction, including engineering, easement acquisition, administration and legal fees. The percentage of the total project cost to be reimbursed by DEVELOPER shall be calculated based on the acreage of the development within the recapture area. Any applicable fees shall be payable at the time of final plat or if no platting is necessary, prior to building permit.

## **10. RECAPTURE FEES.**

Upon development, OWNER or DEVELOPER shall be obligated to pay any recapture fees as applicable to the annexed property for municipal water, sanitary sewers, storm water, roadways, traffic signals or improvements or any other improvements as set forth in 65 ILCS 5/9-5-1.

VILLAGE may adopt any necessary ordinances to provide for recapture to OWNER for streets, water, sanitary sewer or storm sewer lines constructed by OWNER, which benefit other properties by the installation and/or over sizing of said improvements. Such recapture ordinances shall only be adopted upon satisfactory demonstration by the OWNER or DEVELOPER that the recapture is fair and equitable and that provision of notice of the proposed recapture fees is provided to affected property OWNER. The determination that a proposed recapture is fair and equitable shall be solely that of the Village. Fees are due upon Village request.

In the event benefited property subject to recapture is owned by a government agency (e.g., fire protection district, park district, school district), such government entity shall not be required to pay recapture, thus reducing the total amount the DEVELOPER and/or VILLAGE are entitled to recapture.

Any recapture ordinances shall be for a maximum of twenty (20) years from the date of adoption of said ordinance with 4% interest payable to the OWNER or DEVELOPER commencing two (2) years from the date of completion of said improvement. An administrative fee shall be charged at the rate of two percent (2%) of the total recapturable amount payable to the VILLAGE to cover administrative costs of the recapture agreement. The costs to be recaptured shall not exceed 110 percent of the estimated costs per the approved engineer's opinion of probable construction costs (EOPC). Any increase in cost of more than 5 percent of the EOPC (but in no event more than 10 percent of the EOPC) shall not be permitted unless a detailed explanation of the increase in costs is submitted by the DEVELOPER and approved by the VILLAGE.



The Developer further agrees to enter into the Village's Standard Recapture Agreement, a copy is herewith attached as Exhibit \_\_\_\_\_. (Not Applicable)

**11. ANNEXATION FEES.**

The OWNER and DEVELOPER agrees to pay an annexation fee to the VILLAGE of \$1,000.00 per acre for any residential development, payable at the time of final plat or if no platting is necessary, prior to building permit.

**12. TRAFFIC IMPROVEMENT FEE**

The OWNER and DEVELOPER agrees to pay a traffic improvement fee to the Village of \$500.00 per unit of residential development and \$.10 per square foot of buildings for commercial development. Square footage for commercial development is based on gross building area. Said fees shall be payable at the time of final plat or if no platting is necessary, prior to building permit.

**13. MUNICIPAL FACILITY FEE**

The Owner and Developer agrees to pay \$1,000.00 per acre for future municipal facilities. Said fees shall be payable at the time of final plat or if no platting is necessary, prior to building permit.

**14. FORESTATION FEE**

The Developer agrees to pay a FORESTATION FEE of \$300.00 per unit for future Forestation throughout the Village. The fee is payable upon building permit.

**15. RIGHT OF WAY and EASEMENTS**

The Owner agrees to dedicate Right of Way or grant utility easements that do not otherwise interfere with or disturb the Owner's or its Tenants' use of the SUBJECT PROPERTY to the Village of Antioch at no costs to the Village within thirty days of written request by the Village.

**16. ARCHITECTURAL DESIGN PROVISIONS.**

The OWNER and DEVELOPER agree to provide a variety of architectural designs for residential dwelling units for the purpose of discouraging excessive similarity between units, including but not limited to single family, duplexes, and multi-family developments. The OWNER and DEVELOPER agree to establish appropriate policies and procedures to provide distinction between surrounding dwelling units, including front, rear and side elevations, for the purpose of anti-monotony as defined in Exhibit C.

The Village is looking to better control monotony and to encourage character within subdivisions including all four sides of residential structures, roof pitches, heights and materials. The developer agrees to develop the subject property in accordance with the Pattern Book attached as Exhibit D. This exhibit identifies architecture for all homes including facades for all four sides of each model proposed and materials. The Pattern Book will show a breakdown of the number of each model



used and will identify the separation in the location of each models type.

**17. VARIANCES.**

No variances will be necessary to develop the SUBJECT PROPERTY. (If variances are required, they shall be described and attached as an Amendment, Exhibit C)

**18. MISCELLANEOUS FEES.**

All other fees provided for by ordinance and uniformly applied and collected in connection with the development of the SUBJECT PROPERTY within the corporate limits of Antioch, except as otherwise specified in this Agreement shall be applicable to the SUBJECT PROPERTY. Payment of all fees due under the Village Ordinances, together with the posting of any and all letters of credit and other guarantees shall be a pre-condition to the approval by the Village of any final plan, plat or site plan submitted by OWNER and DEVELOPER under this Agreement.

**19. AMENDMENTS.**

This Agreement, including the attached exhibits, may be amended only with the mutual consent of the parties by a duly executed written instrument. In the case of the VILLAGE, the written instrument may only be in the form of an ordinance duly adopted in accordance with applicable laws. Modifications subsequent to this Agreement's adoption shall require a public hearing and procedures consistent with law.

**20. EXHIBIT C.**

Any modifications to the VILLAGE'S standard Annexation Agreement provisions are set forth in Exhibit C. The OWNER, DEVELOPER and VILLAGE agree that should any conflicts between Exhibit C and the text of this Agreement exist, the provisions of Exhibit C shall supersede those of this text.

**21. DORMANT SPECIAL SERVICE AREA (SSA)**

OWNER and DEVELOPER agree to the VILLAGE enacting a dormant Special Service Area (SSA) to act as a back-up in the event that the Homeowner's Association or Commercial Subdivision Association fails to maintain the private common areas, private detention ponds, perimeter landscaping features and entrance signage within the Subject Property. The special service area will be completed as part of the first phase of development.

**22. ENFORCEMENT.**

This Agreement shall be enforceable by any action at law or in equity, including actions for specific performance and injunctive relief. The laws of the State of Illinois shall control the construction and enforcement of this Agreement. The parties agree that all actions instituted on this agreement shall be commenced and heard in the Circuit Court of Lake County, Illinois, and hereby waive venue in any other court of competent jurisdiction. Before any failure of any party to perform

any obligation arising from this Agreement shall be deemed to constitute a breach, the party claiming the breach shall notify the defaulting party and demand performance. No breach of this Agreement shall have been found to have occurred if performance is commenced to the satisfaction of the complaining party within thirty (30) days of the receipt of such notice.

### **23. EFFECT OF SUCCESSORS.**

This Agreement shall be binding upon and inure to the benefit of the VILLAGE and its successor municipal corporations and corporate authorities. This Agreement shall be binding upon and inure to the benefit of OWNER and their grantees, lessees, assigns, successors and heirs.

### **24. CONSTRUCTION OF AGREEMENT.**

This Agreement shall be interpreted and construed in accordance with the principles applicable to the construction of contracts, provided however, that the parties stipulate that they participated equally in the negotiation and drafting of the Agreement and that no ambiguity contained in this Agreement shall be construed against a particular party.

### **25. 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 provision, covenants, agreement or portions of this Agreement, and this Agreement is declared to be severable.

### **26. EFFECT OF THIS AGREEMENT.**

The provisions of this Agreement shall supersede the provisions of any ordinances, codes, policies or regulations of the Village which may be in conflict with the provisions of this agreement to the maximum extent permitted by law.

### **27. DURATION.**

This agreement shall remain in full force and effect for a term of twenty (20) years from the date of its execution, or for such longer period allowed by law.

### **28. NOTICE.**

Any notice or demand hereunder from one party to another party or to an assignee or successor in interest of either party or from an assignee or successor in interest of either party to another party, or between assignees or successors in interest, either party shall provide such notice or demand in writing and shall be deemed duly served if mailed by prepaid registered or certified mail addressed as follows:

If to the VILLAGE:

Lawrence Hanson  
Village Mayor  
874 Main Street  
Antioch, IL 60002

Jim Keim  
Village Administrator  
874 Main Street  
Antioch, IL 60002

With copies to: Robert Long, Village Attorney  
Daniels, Long & Pinsel, LLC  
19 N. County Street  
Waukegan, IL 60085

If to any owner of record of any real property located within the subject property, or the OWNER:


Colony Investment Partners LLC  
c/o Robert Buehler  
842 Colony Street  
Lindenhurst, IL 60046

With copies to:  
Craig S. Krandel, Esq  
407 Congress Parkway, Suite E  
Crystal Lake, IL 60014


Or to such address as any party hereto or an assignee or successor in interest of a party hereto may from time to time designate by notice to the other party hereto or their successors in interest.

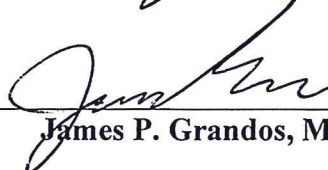
IN WITNESS WHEREOF, the parties have caused this agreement to be executed the day and year first above written.

**THE VILLAGE OF ANTIOCH**  
**a Municipal Corporation**


BY   
Village Mayor

**OWNER: Colony Investment Partners**  
**LLC, an Illinois Limited liability company**

By:   
Robert J. Buehler, Manager

By:   
James P. Grandos, Manager

ATTEST:

BY   
Village Clerk



<u>School Facilities Impact Fee – Unit School District (K-12)</u>							
Number of Bedrooms	1/1/04 to 6/30/04	7/1/04 to 12/31/04	1/1/05 to 6/30/05	7/1/05 to 12/31/05	2006	2007	2008
<u>Detached Single Family Dwelling Units</u>							
4+ bedroom	\$2640	\$3307	\$3974	\$4640	\$4826	\$5019	\$5220
3 bedroom	\$1763	\$2430	\$3097	\$3763	\$3914	\$4070	\$4233
2 bedroom	\$681		\$708		\$736	\$766	\$796
<u>Attached Single Family Dwelling Units</u>							
4+ bedroom	\$1569	\$1902	\$2236	\$2569	\$2672	\$2779	\$2890
3 bedroom	\$900	\$1067	\$1234	\$1400	\$1455	\$1514	\$1575
2 bedroom	\$806		\$838		\$872	\$907	\$943
<u>Apartments</u>							
3+ bedroom	\$1846		\$1920		\$1997	\$2077	\$2160
2 bedroom	\$651		\$677		\$704	\$732	\$761
1 bedroom	\$16		\$16		\$17	\$18	\$18

***Transition Fee Table***

<b>Unit School District (K-12)</b>				
<b>Number of Bedrooms</b>	<b>Transition Fee By Time Period</b>			
	<b>1/1/06 to 6/30/06</b>	<b>7/1/06 to 12/31/06</b>	<b>1/1/07 to 6/30/07</b>	<b>After 7/1/07*</b>
<b>Detached Single-Family</b>				
1 Bedroom	\$0	\$0	\$0	\$0
2 Bedrooms	\$125	\$249	\$374	\$499
3 Bedrooms	\$654	\$1,307	\$1,961	\$2,615
4 Bedrooms	\$821	\$1,642	\$2,463	\$3,284
5+ Bedrooms	\$1,022	\$2,046	\$3,068	\$4,091
<b>Attached Single-Family</b>				
1 Bedroom	\$0	\$0	\$0	\$0
2 Bedrooms	\$142	\$285	\$427	\$570
3 Bedrooms	\$250	\$501	\$751	\$1,001
4+ Bedrooms	\$456	\$911	\$1,367	\$1,822
<b>Apartments</b>				
Efficiency	\$0	\$0	\$0	\$0
1 Bedroom	\$2	\$6	\$8	\$11
2 Bedrooms	\$113	\$225	\$338	\$450
3+ Bedrooms	\$320	\$640	\$960	\$1,279

## EXHIBIT C

### **COLONY INVESTMENT PARTNERS ANNEXATION AGREEMENT**

This Exhibit C is hereby incorporated into the Annexation Agreement (Agreement) between the Village of Antioch, an Illinois municipal corporation, (hereinafter referred as the and Colony Investment Partners , LLC, an Illinois Limited Liability Corporation,(hereinafter referred as the" Applicant") that was made and mutually entered into between the parties on the \_\_\_\_ of July, 2016;

WHEREAS, the Applicant seeks to annex into the Village of Antioch the property legally described in Exhibit A, and which is commonly known as 22221 W. Route 173, Antioch, Illinois. The property is currently located in Unincorporated Lake County.

WHEREAS, the Applicant is petitioned the Village of Antioch to rezone the SUBJECT PROPERTY to B-3 commercial zoning, subject to approval of an Annexation and Annexation Agreement Ordinance by the Village:

WHEREAS, the following provisions shall be incorporated into the terms of the Annexation Agreement between the Applicant and the Village, and that terms of this exhibit supersedes any provisions that may be in conflict with the terms and conditions of the Village of Antioch's Standard Annexation Agreement between the Applicant and the Village:

NOW THEREFORE, for and in consideration of mutual covenants, promises and agreements hereinafter set forth, the parties agree as follows:

1. That the parties mutually agree that there are no School or Park Fees related to the proposed commercial annexation. Section 4 and corresponding charts are, therefore, superseded.
2. That any applicable annexation, traffic, municipal, forestation, or library fees owed to the Village, or any other governmental body shall be waived. Sections 5, 6, 11, 12, 13 and 14 are, therefore, superseded. No pattern book shall be required and Section 16 shall be superceded.
3. The Village and Applicant further agree that the Applicant shall be responsible for providing a cross access easement and constructing a 24 foot wide cross-access drive at no expense to the Village which connects its parking lot to any future commercial development that may occur on the Waste Management property (PIN 02-16-400-015 or as divided) located to the west of the Applicant's site. Construction of this cross access easement shall commence at the time that any future development on the Waste Management property applies for a building permit with the Village of Antioch, and will be completed prior to the time that a certificate of occupancy is issued by the Village for the Waste management site. The Village agrees to work with any future developer of the Waste Management property to provide a reciprocal parking agreement for shared parking between the developer's site and any future development on the Waste Management parcel, and agrees further to refrain from annexing that property, zoning it, or authorizing any building upon it unless and until the owners



thereof have reached an agreement with the DEVELOPER for an equitable allocation of the costs of such access drive and agreement for shared parking.

4. The Applicant further represents that it will be proceeding with the exterior reimagining of the building located on the SUBJECT PROPERTY and any that future exterior changes to the existing building will be consistent with the concept drawings herewith attached Exhibit D. Any exterior changes to the building located on the SUBJECT PROPERTY shall be reviewed administratively, contingent on Applicant complying with architectural rendering outlined in Exhibit D. Any substantial variation from Exhibit D shall require a Site Plan Review approval by the Village. The Applicant shall be responsible for paying for any applicable building permits to the Village as part of any exterior or interior changes to the SUBJECT PROPERTY. Section 16 is, therefore, superseded.
5. The Applicant agrees to construct at its sole cost a sanitary connection from the Village's existing sanitary utility lines to the SUBJECT PROPERTY as soon as practical following annexation. The sanitary connection fee shall be in accordance with Village ordinance and shall be paid by the developer at the time of issuance of the permit for the sewer line installation. The Village agrees allows the Applicant to defer connecting to the Village's existing water utility until such time that the Applicant's existing well fails or the Applicant requests in writing to proceed with water connection. The Applicant shall pay the water tap fee that is charged by the Village at the time that a water tap permit is requested by the developer. Any engineering related to the sanitary and water connections of the SUBJECT PROPERTY will be submitted to the Village for review and subject to Village review and approval.
  - a. The Village will not require piping to be installed to service the SUBJECT PROPERTY, as the same has already been provided by the municipal lines along Highway 173.
6. The Applicant shall be permitted to maintain a legally nonconforming billboard sign on the SUBJECT PROPERTY (along with any lighting of same) until the time that the Waste Management property is redeveloped, and a new access point is constructed on Route 173 for both the SUBJECT PROPERTY and future Waste Management development.
7. The Applicant shall be permitted to construct a new parking lot once they proceed a sanitary connection and proceed with the abandonment of its existing septic field. The proposed parking lot shall be consistent with the conceptual drawing of Exhibit E. Any construction of a new parking lot on the SUBJECT PROPERTY shall, to the extent practicable, comply with the Village of Antioch's Landscape Ordinance and Lighting Ordinance at the time of permit application. Exhibit E is a concept drawing and any lighting or landscaping on the conceptual plans shall be superseded by Village ordinance.
8. The Applicant shall be permitted to install one meter for its sanitary and connections for the building located on the SUBJECT PROPERTY and shall be responsible for paying any applicable sanitary and water charges for the building to the Village of Antioch.
9. At the time of execution of this Agreement and this Exhibit, the DEVELOPER's stated intentions are to retain single ownership of the SUBJECT PROPERTY and develop it for rental tenants. As a result, the dormant SSA described in paragraph 21 is not required. However, if

and when the property may be subdivided, a dormant SSA will be required to ensure that any and all common elements, drainage improvements and the like are properly maintained at no cost to the Village. Notwithstanding the foregoing, nothing however shall be deemed to commit the Village to agreeing to any subdivision of the SUBJECT PROPERTY, and any such petition to subdivide must be submitted in the ordinary course, and SUBJECT to the usual discretion of the Village's Planning and Zoning Board and the Village Board of Trustees.

**RESOLUTION ADOPTED BY**  
**Colony Investment Partners LLC**

**Colony Investment Partners an Illinois Limited Liability Company (the "Company"),**  
**desires to annex the property commonly known as 22221 W. Il Route 173**


NOW THEREFORE, BE IT AND IT IS HEREBY RESOLVED AS FOLLOWS:

RESOLVED, that Robert J. Buehler authorized and directed to execute and deliver the documents in the name, and on behalf, of the Company necessary to complete the Annexation process with the Antioch, including all Applications and Annexation Agreement and related documentation related thereto.

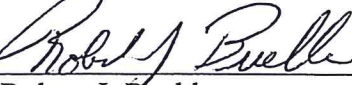
FURTHER RESOLVED, Robert J. Buehler is authorized and directed to take all such further action, and to execute and deliver all such further instruments and documents, in the name and on behalf of the Company, and under its corporate seal or otherwise, as in his judgment shall be necessary to carry out the intent and to accomplish the purpose of the foregoing resolutions and to perform all obligations required to be performed by the Company.

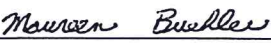
Dated: July 1 , 2016

Colony Investment Partners LLC

By:   
James P. Grandos

By:   
Deborah J. Grandos

By:   
Robert J Buehler

By:   
Maureen A Buehler

Being 100% of the Managers and Members of Colony Investment Partners



STATE OF ILLINOIS       )  
                                      )  
COUNTY OF LAKE       )       ss

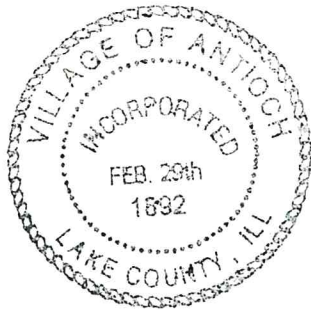
**AFFIDAVIT OF SERVICE OF ANNEXATION NOTICE**

I, Lori K. Folbrick, being under penalties of perjury as set forth in 735 ILCS 5/1-109, do hereby certify and affirm to the following facts:

1. I am the duly appointed and serving Village Clerk for the Village of Antioch.
2. This affidavit is made in my official capacity and on my own knowledge, and as such, I could competently testify to the matters set forth herein.
3. The property legally described on Exhibit A is the subject of an annexation petition under consideration by the Village Board of Antioch.
4. The said property is located in unincorporated Antioch Township and is served with fire protection through the First Fire Protection District of Antioch.
5. The Village of Antioch, upon annexation, would provide fire protection services through the Antioch Fire Department.
6. The Village of Antioch does not maintain a public library system, and no change in the library serving this property would occur upon annexation.
7. On May 6, 2016, I mailed a copy of the attached letter as Exhibit B by certified mail to the members of the Board of Trustees of the First Fire Protection District, namely Dean Pedersen, Matthew Tabar and Carolyn Van Patten.
8. Additional mailings were sent to the attached list as Exhibit "C"
9. Said mailing of notices complies with the provisions of 65 ILCS 5/7-1-1.

(forward to signature page)

FURTHER AFFIANT SAYETH NOT.



A handwritten signature in blue ink, appearing to read "Lori K. Folbrick".

---

LORI K. FOLBRICK,  
Village Clerk

(Exhibit A)

Legal Description

Lots 18 and 19 in School Trustee's Subdivision of Section 16, Township 46 North Range 10 East of the Third Principal Meridian (except the West 1,363 feet thereof, and except the East 997.3 feet thereof), in Lake County, Illinois.



(Exhibit B)

May 5, 2016

To Whom It May Concern:

**Re: Buehler Annexation**

**Case Number: 16002 (22221 W. Route 173, Antioch, Illinois)**

Dear Sires or Madams:

Please allow this correspondence to serve as a formal notification to your taxing body in accordance with Section 65 ILCS 5/7-1-1 of the above-referenced proposed annexation into the Village of Antioch. A public hearing for the proposed annexation agreement and annexation is scheduled for May 16<sup>th</sup>, 2016 at 7:30 p.m. at the Village Hall, 874 Main Street, Antioch, Illinois.

The subject property is located in unincorporated Lake County and the applicant is seeking to annex approximately 9.54 acres into the Village and rezone the subject site to B-3 zoning.

If you should have any questions, please do not hesitate to contact me at (847) 395-1000.

Very truly yours,

Michael S. Garrigan, AICP, CNU-A  
Community Development Director

(Exhibit C)

Antioch Township  
Stephen Smouse, Supervisor  
1625 Deep Lake Road  
Lake Villa, IL 60046

Antioch Township  
Anita Merkel Dyer, Clerk  
1625 Deep Lake Road  
Lake Villa, IL 60046

Antioch Township  
Tom Shaughnessy, Trustee  
1625 Deep Lake Road  
Lake Villa, IL 60046

Antioch Public Library District  
Ann Kakacek, President  
757 Main Street  
Antioch, IL 60002

Antioch Public Library District  
Gene LeFave, Treasurer  
757 Main Street  
Antioch, IL 60002

Antioch Public Library District  
Cinde DeBoer, Trustee  
757 Main Street  
Antioch, IL 60002

Antioch First Fire Protection District  
Dan Venturi, Attorney  
P.O. Box 1107  
Lake Villa, IL 60046

Antioch First Fire Protection District  
Ted Jozefiak, Administrator  
835 Holbek Drive  
Antioch, IL 60002

Antioch Township  
Heather Kufalk-Marotta, Assessor  
1625 Deep Lake Road  
Lake Villa, IL 60046

Antioch Township  
Judy Davis, Trustee  
1625 Deep Lake Road  
Lake Villa, IL 60046

Antioch Township  
Peter Grant, Trustee  
1625 Deep Lake Road  
Lake Villa, IL 60046

Antioch Public Library District  
Thomas Hausman, Vice-President  
757 Main Street  
Antioch, IL 60002

Antioch Public Library District  
Bruce Padbury, Trustee  
757 Main Street  
Antioch, IL 60002

Antioch First Fire Protection District  
Dean Pedersen, President  
835 Holbek Drive  
Antioch, IL 60002

Antioch First Fire Protection District  
Matt Tabar, Trustee  
835 Holbek Drive  
Antioch, IL 60002

Antioch Township  
Mark Ring, Highway Commissioner  
1625 Deep Lake Road  
Lake Villa, IL 60046

Antioch Township  
Steve Turner, Trustee  
1625 Deep Lake Road  
Lake Villa, IL 60046

Antioch Public Library District  
Kathy LaBuda, Director  
757 Main Street  
Antioch, IL 60002

Antioch Public Library District  
Mary Kay McNeill, Secretary  
757 Main Street  
Antioch, IL 60002

Antioch Public Library District  
Andrew Napier, Trustee  
757 Main Street  
Antioch, IL 60002

Antioch First Fire Protection District  
John Nixon, Chief  
835 Holbek Drive  
Antioch, IL 60002

Antioch First Fire Protection District  
Carolyn Van Patten, Trustee  
835 Holbek Drive  
Antioch, IL 60002

# CHICAGO TRIBUNE

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Sold To:  
Village of Antioch (Print) - CU00027359  
874 Main St  
ANTIOCH, IL 60002-1577

Bill To:  
Village of Antioch (Print) - CU00027359  
874 Main St  
ANTIOCH, IL 60002-1577

## Certificate of Publication:

Order Number: 4145765  
Purchase Order: N/A

State of Illinois - Lake

**Tribune Publishing** does hereby certify that it is the publisher of the Lake County News Sun. The Lake County News Sun is a secular newspaper, has been continuously published Daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the County of Lake, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 IL CS 5/5.

This is to certify that a notice, a true copy of which is attached, was published 1 time(s) in the Lake County News Sun on Apr 28, 2016.

This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

PUBLICATION DATES: Apr 28, 2016.


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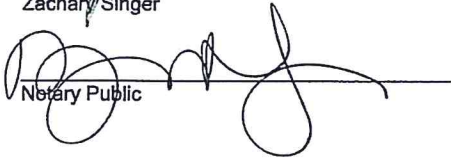
Lake County News Sun

Executed at Chicago, Illinois on this

\_\_\_\_\_ Day of APR 28 2016, by  
Day Month Year

**Chicago Tribune Media Group**

  
Zachary Singer

  
Notary Public





# CHICAGO TRIBUNE

media group

**NOTICE OF PUBLIC HEARING  
VILLAGE OF ANTIOCH  
VILLAGE BOARD  
ANTIOCH, ILLINOIS**

On Monday evening, May 16th, 2016, at 7:30 p.m. a public hearing will be held by the Village Board of the Village of Antioch, Illinois in the Village Hall Board Room, 874 Main Street, Antioch, Illinois, for the purpose of hearing and considering testimony related to a proposed Annexation Agreement and rezoning to B-3 for the property commonly known as 22221 W. Route 173. The subject parcel is identified as 02-16-400-025

Lots 18 and 19 in School Trustee's Subdivision of Section 16 Township 46 North Range 10 East of the Third Principal Meridian (except the West 1,363 feet thereof, and except the East 997.3 feet thereof), in Lake County, Illinois.

An accurate map of the subject property is on file with the Village Clerk.

All interested parties are invited to attend the public hearing and will be given an opportunity to be heard.

By order of the Corporate Authorities of the Village of Antioch, Illinois.

LORI FOLBRICK  
VILLAGE CLERK  
Case No: 16-02 RZ/AA  
4/28/2016 4145765

4145765