

ANNEXATION AGREEMENT

PREPARED BY:

FOSTER, BUICK, CONKLIN,
LUNDGREN & GOTTSCHALK, LLC
2040 Aberdeen Court
Sycamore, Illinois 60178

RETURN TO:

Village of Maple Park
P.O. Box 220
Maple Park, Illinois 60151

The Above Space for Recorder's Use Only

ANNEXATION AGREEMENT

This Annexation Agreement (“Agreement”) is made and entered into this 6th day of December, 2022, by and among **Chicago Title Land Trust Company, as successor to Heartland Bank & Trust Company, as Trustee under the provisions of a Trust Agreement dated the 1st day of July, 1999, and known as Trust Number 2396**, as to PINS: 09-25-451-002 and 09-25-476-001, **Chicago Title Land Trust Company, as successor to Heartland Bank & Trust Company, as Trustee under the provisions of a Trust Agreement dated the 25th day of December, 2006, and known as Trust Number 2976**, as to PINS: 09-25-300-005 and 09-25-300-006, AND **Chicago Title Land Trust Company, as successor to Heartland Bank & Trust Company, as Trustee under the provisions of a Trust Agreement dated the 25th day of December, 2006, and known as Trust Number 2975**, as to PIN: 09-25-477-002 (“Owner”), and the Village of Maple Park, an Illinois Municipal Corporation (“Village”), organized and existing under and by virtue of the laws of the State of Illinois by and through its President and Board of Trustees (collectively, “Corporate Authorities”).

Recitals

WHEREAS, The Village is a municipality under the Constitution and laws of the State of Illinois; and,

WHEREAS, Owner is the owner of the Property described on the attached Exhibit “A” (“the Property”) and desires to have the Subject Property annexed to the Village on the terms and conditions provided herein; and,

WHEREAS, the Parties desire to enter into this Agreement pursuant to the provisions of 65 ILCS 5/11-15.1-1, *et. seq.*, in accordance with the terms and conditions hereinafter set forth; and

WHEREAS, the Property is not presently located within the corporate limits of any municipality but is contiguous to the Village and thus may be annexed to the Village as provided in Article 7 of the Illinois Municipal Code, 65 ILCS 5/7-1-1, *et. seq.*; and

WHEREAS, the Village believes it is in the best interest of the Village to annex the Property under these conditions – the same being contiguous to the current corporate limits of the Village; and

WHEREAS, the Corporate Authorities, after due and careful consideration, have concluded that the annexation of the Subject Property to the Village would further the orderly growth of the Village, enable the Village to control the development of the Subject Property, and serve the best interests of the Village; and

WHEREAS, pursuant to the provisions of 65 ILCS 5/11-15.1-1, *et seq.*, this Agreement was submitted to the Corporate Authorities and a public hearing was held thereon pursuant to notice, all as provided by statute and the ordinances of the Village; and

WHEREAS, any fire protection district, library district, and other entity or person entitled to notice prior to annexation of the Subject Property to the Village has been given notice thereof by the Village as required by law.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and in reliance on the ordinances, codes, and regulations of the Village in effect as of the

agreements herein contained, and in reliance on the ordinances, codes, and regulations of the Village in effect as of the date hereof, the parties hereto hereby agree as follows:

1. Statutory Authority. The parties hereto enter into this Agreement pursuant to and in accordance with the provisions of 65 ILCS 5/11-15.1-1, et seq., and Title 11, Zoning Regulations, Chapter 12, Annexation Agreements, of the Maple Park Village Code.

2. Annexation.

(a) The Owner has filed with the Village Clerk a Petition for Annexation for the Subject Property to the Village of Maple Park, Illinois, conditioned on the terms and provisions of this Agreement, which petition has been prepared, executed, and filed in accordance with 65 ILCS 5/7-1-8, and the ordinances and other requirements of the Village. The Village has waived all fees and deposits required for such annexation.

3. Rezoning. Upon passage of the Annexation Ordinance, the Village shall adopt an ordinance zoning and classifying the Property in accordance with the provisions of Title 11 of the Maple Park Village Code. Prior to the date of this Agreement, such public hearings as are necessary to enable the Village lawfully to grant said zoning classification as to the Subject Property have been conducted upon proper notice, and no further action need be taken by the Owner to cause the Subject Property to be rezoned once the Subject Property is annexed to the Village as follows:

PIN: 09-25-300-005, consisting of 24.96 acres, will be rezoned from "A-1" Agricultural District to "R-1," Single Family District;

PIN: 09-25-300-006, consisting of 4.26 acres, will be rezoned from "A-1" Agricultural District to "B-2," General Business District;

PIN: 09-25-451-002, consisting of 24.52 acres, will be rezoned from "A-1" Agricultural District to "B-2," General Business District;

PIN: 09-25-476-001, consisting of 30.25 acres, will be rezoned from "A-1" Agricultural District to "B-2," General Business District; and

PIN: 09-25-477-002, consisting of 1.78 acres, will be rezoned from "A-1" Agricultural District to "B-2," General Business District.

4. Right of First Refusal Regarding All Parcels. The Village will retain a right of first refusal to purchase any of the annexed property from the Owner, under such terms and conditions as are set forth in Exhibit "B" attached hereto.

5. Miscellaneous.

(a) All provisions, conditions, and regulations as set forth in this Agreement and the documents or plans to which it refers shall supersede all Village ordinances, codes, and regulations that are in conflict herewith as they may apply to the Subject Property. However, where this Agreement is silent, the Village ordinances shall apply and control.

(b) Notwithstanding any other provision contained herein to the contrary with respect to the Subject Property, this Agreement shall be effective for a term of twenty (20) years from the date hereof or, if longer, the longest term permitted by law.

(c) This Agreement shall bind the heirs, successors, and assigns of the Owners, the Village, the Corporate Authorities, and their successors in office. This Agreement shall inure to the benefit of the parties hereof, their successors, and assigns provided that the Owners shall have no right to assign this Agreement except in connection with conveyances of all or any portion of the Subject Property.

(d) Nothing herein shall in any way prevent the alienation, encumbrance, or sale of the Subject Property or any portion thereof, and the new owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed.

1. Within thirty (30) days after the execution hereof, the text of this Agreement (or a suitable memorandum hereof) shall be recorded by the Village of Maple Park in the Office of the Recorder of DeKalb County, Illinois.

2. It is further agreed that any party to this Agreement, either in law or in equity, by suit, action, mandamus, or other proceeding, may enforce or compel the performance of this Agreement or have other such relief for the breach thereof as may be authorized by law or that by law or in equity is available to them.

(e) It is understood by the parties hereto that time is of the essence of this Agreement. It is further understood that upon the occurrence of a default of any of the provisions of this Agreement, which default continues for ten (10) days after a notice specifying such default is given the defaulting party, the injured party hereto may in law or in equity, by suit, action, mandamus, or other proceeding, including specific performance, enforce or compel the performance of this Agreement by such defaulting party.

(f) In the event any portion of this Agreement or part thereof shall be deemed invalid, such invalidity of said provision or part thereof shall not affect the validity of any other provision hereof.

(g) Unless stated otherwise elsewhere herein, any notice required or permitted under this Agreement shall be in writing and shall be deemed given when mailed by registered or certified mail:

If to the Owners: Chicago Title Land Trust Company, as Trustee
10 South LaSalle Street, Suite 2750
Chicago, IL 60603

If to the Village: Village of Maple Park
c/o Village Administrator
302 Willow Street
P.O. Box 220
Maple Park, IL 60151

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Village of Maple Park, an Illinois Municipal Corporation

By: *Suzanne Fahnestock*
Suzanne Fahnestock, Village President

Chicago Title Land Trust Company, as successor to Heartland Bank & Trust Company, as Trustee under the provisions of a Trust Agreement dated the 1st day of July, 1999, and known as Trust Number 2396

By: *Jill Kuzma* ASST. VICE PRESIDENT 12-5-22

ATTEST:

Elizabeth Peerboom
Elizabeth Peerboom, Village Clerk

Chicago Title Land Trust Company, as successor to Heartland Bank & Trust Company, as Trustee under the provisions of a Trust Agreement dated the 25th day of December, 2006, and known as Trust Number 2976

By: *Jill Kuzma* ASST. VICE PRESIDENT 12-5-22



Chicago Title Land Trust Company, as successor to Heartland Bank & Trust Company, as Trustee under the provisions of a Trust Agreement dated the 25th day of December, 2006, and known as Trust Number 2975

By: *Jill Kuzma* ASST. VICE PRESIDENT 12-5-22



This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

Exhibit "A"

PIN: 09-25-300-005

THAT PART OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 5, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 25; THENCE SOUTHERLY ALONG SAID WEST LINE, 760.09 FEET TO THE SOUTH LINE OF SAID SECTION 25; THENCE EASTERLY AT AN ANGLE OF 88 DEGREES 49 MINUTES 56 SECONDS MEASURED CLOCKWISE FROM SAID WEST LINE, ALONG SAID SOUTH LINE, 1,981.43 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE NORTHERLY AT AN ANGLE OF 91 DEGREES 12 MINUTES 27 SECONDS MEASURED CLOCKWISE FROM SAID SOUTH LINE, ALONG SAID EAST LINE, 337.63 FEET TO SAID SOUTHERLY LINE; THENCE NORTHWESTERLY AT AN ANGLE OF 100 DEGREES 52 MINUTES 32 SECONDS MEASURED CLOCKWISE FROM SAID EAST LINE, ALONG SAID SOUTHERLY LINE, 2,017.76 FEET TO THE POINT OF BEGINNING, ALL IN CORTLAND TOWNSHIP, DEKALB COUNTY, ILLINOIS.

PIN: 09-25-300-006

THAT PART OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 5, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTH 1/2 OF THE SOUTH 1/2; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SOUTH 1/2 OF THE SOUTH 1/2, 3,490.28 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING WESTERLY ALONG SAID NORTH LINE, 475.28 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 25; THENCE SOUTHERLY AT AN ANGLE OF 91 DEGREES 13 MINUTES 28 SECONDS MEASURED CLOCKWISE FROM SAID NORTH LINE, ALONG SAID WEST LINE, 372.23 FEET TO THE NORTHERLY LINE OF MAPLE PARK ROAD; THENCE SOUTHEASTERLY AT AN ANGLE OF 100 DEGREES 54 MINUTES 55 SECONDS MEASURED CLOCKWISE FROM SAID WEST LINE, ALONG SAID NORTHERLY LINE, 416.45 FEET; THENCE NORTHERLY AT AN ANGLE OF 87 DEGREES 15 MINUTES 35 SECONDS MEASURED CLOCKWISE FROM SAID NORTHERLY LINE, 465.98 FEET TO THE POINT OF BEGINNING, ALL IN CORTLAND TOWNSHIP, DEKALB COUNTY, ILLINOIS.

PIN: 09-25-451-002 & PIN: 09-25-476-001

THAT PART OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 5, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTH 1/2 OF THE SOUTH 1/2; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SOUTH 1/2 OF THE SOUTH 1/2, 2,740.28 FEET; THENCE SOUTHERLY AT RIGHT ANGLE TO SAID NORTH LINE, 637.43 FEET TO THE NORTHERLY LINE OF MAPLE PARK ROAD; THENCE SOUTHEASTERLY AT AN ANGLE OF 102 DEGREES 08 MINUTES 23 SECONDS MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID NORTHERLY LINE, 1,515.17 FEET TO AN ANGLE POINT IN SAID NORTHERLY LINE; THENCE EASTERLY AT AN ANGLE OF 168 DEGREES 35

MINUTES 17 SECONDS MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, CONTINUING ALONG SAID NORTHERLY LINE, 1,241.95 FEET TO THE EAST LINE OF SAID SOUTH 1/2; THENCE NORTHERLY AT AN ANGLE OF 90 DEGREES 16 MINUTES 57 SECONDS MEASURED CLOCKWISE FROM SAID NORTHERLY LINE, ALONG SAID EAST LINE, 972.00 FEET TO THE POINT OF BEGINNING, ALL IN CORTLAND TOWNSHIP, DEKALB COUNTY, ILLINOIS.

PIN: 09-25-477-002

THAT PART OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY WITH THE WEST LINE OF COUNTY LINE ROAD, THE CENTER LINE OF SAID COUNTY LINE ROAD BEING THE EAST LINE OF SAID SECTION 25; THENCE NORTH, ALONG THE WEST LINE OF COUNTY LINE ROAD, 101.0 FEET; THENCE NORTH 86 DEGREES 54 MINUTES WEST 135.0 FEET TO THE POINT OF BEGINNING; THENCE NORTH 0 DEGREES 02 MINUTES WEST 136.92 FEET TO THE SOUTH LINE OF MAPLE PARK ROAD; THENCE SOUTH 89 DEGREES 57 MINUTES WEST ALONG SAID SOUTH LINE 537.19 FEET TO A POINT THAT IS 545.5 FEET EAST OF THE INTERSECTION OF SAID SOUTH LINE OF MAPLE PARK ROAD AND THE NORTH LINE OF SAID CHICAGO AND NORTHWESTERN RAILWAY RIGHT OF WAY, AS MEASURED ALONG SAID SOUTH LINE; THENCE SOUTH 0 DEGREES 03 MINUTES EAST 109.99 FEET TO THE SAID NORTH LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY RIGHT OF WAY; THENCE SOUTH 78 DEGREES 39 MINUTES EAST ALONG SAID NORTH LINE 397.66 FEET; THENCE NORTH 1 DEGREE WEST 59.84 FEET; THENCE SOUTH 86 DEGREES 54 MINUTES WEST 148.55 FEET TO THE POINT OF BEGINNING, IN DEKALB COUNTY, ILLINOIS.

Map of territory to be annexed to the Village of Maple Park, DeKalb County, Illinois

Parcel 1: P.A.N. 09-25-300-006
14.86 Acres)
Parcel 2: P.A.N. 09-25-476-001
130.29 Acres) &
081.52 Acres)
Parcel 3: P.A.N. 09-25-300-005
124.96 Acres)
Parcel 4: P.A.N. 09-25-477-002
11.78 Acres)
Total Area: 85.77 Acres

Parcel 1: 09-25-300-006

That part of the South Half of the South Half of Section 25, Township 40 North, Range 5, East of the Third Principal Meridian, described as follows: Beginning at the Northeast corner of said South Half of the South Half; thence West along the north line of said South Half of the South Half, 3490.28 feet to a Point of Beginning; thence continuing West along said north line, 475.28 feet to the west line of the East Half of the South Half of said Section 25; thence South along the north line of said Section 25, 372.23 feet to the north line of Maple Park Road; thence South along said north line, 372.23 feet to the north line of Maple Park Road; thence South along said north line, 416.45 feet; thence North along said north line, 465.98 feet to the Point of Beginning; thence North along said north line, 465.98 feet to the Point of Beginning, together with that portion of Maple Park Road adjoining the above described property, all in Cortland Township, DeKalb County, Illinois.

Parcel 2: 09-25-476-001 & 09-25-431-002

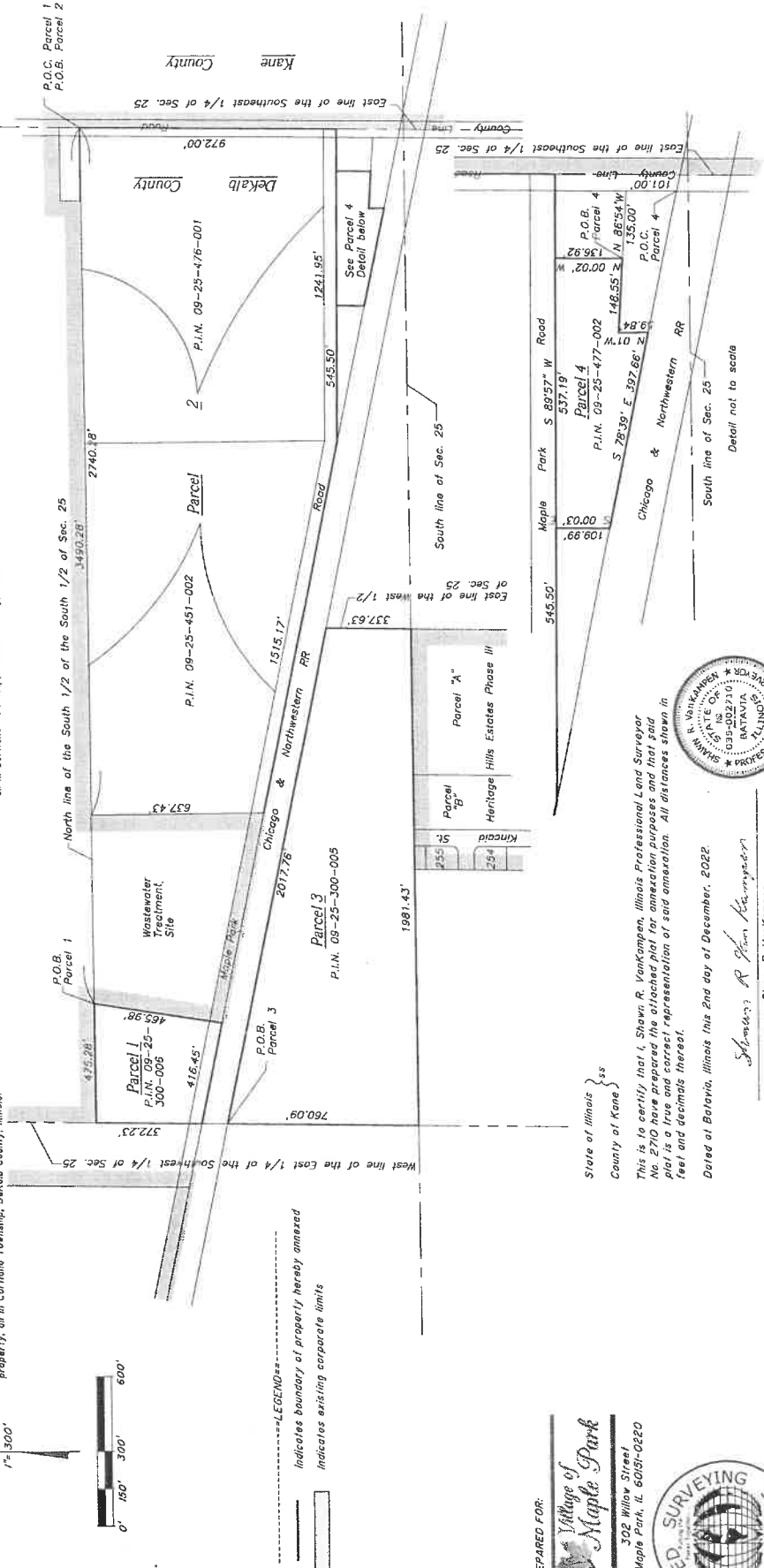
That part of the South Half of the South Half of Section 25, Township 40 North, Range 5, East of the Third Principal Meridian, described as follows: Beginning at the Northeast corner of said South Half of the South Half; thence West along the north line of said South Half of the South Half, 3490.28 feet to a Point of Beginning; thence continuing West along said north line, 637.43 feet to the north line of Maple Park Road; thence South along said north line, 1516.77 feet to an angle point in said north line; thence East along said north line, 1516.77 feet to an angle point in said north line; thence South along said north line, 1241.95 feet to the east line of said Section 25; thence North along said north line, 972.00 feet to the Point of Beginning, together with that portion of Maple Park Road adjoining the above described property, all in Cortland Township, DeKalb County, Illinois.

Parcel 3: 09-25-300-005

That part of the South Half of the South Half of Section 25, Township 40 North, Range 5, East of the Third Principal Meridian, described as follows: Beginning at the intersection of the southerly line of the Chicago and Northwestern Railroad with the east line of the East Half of the Southwest Quarter of said Section 25; thence South along said east line, 760.00 feet to the south line of said Section 25; thence East along the east line of the East Half of the Southwest Quarter of the South Half of said Section 25, 1981.43 feet to the east line of the West Half of the Southwest Quarter of the South Half of said Section 25; thence North along said east line, along the southerly line of the Chicago and Northwestern Railroad, 337.63 feet to the south line of said Section 25; thence North along said east line, 207.76 feet to the Point of Beginning, all in Cortland Township, DeKalb County, Illinois.

Parcel 4: 09-23-477-002

That part of Section 25, Township 40 North, Range 5, East of the Third Principal Meridian, described as follows: Commencing at the intersection of the north line of the Chicago and Northwestern Railroad with the west line of County Line Road, the center line of said County Line Road being the east line of said Section 25; thence North, along the west line of County Line Road, 101.00 feet; thence North 86° 54' West 135.00 feet to the Point of Beginning; thence North 00° 02' West 136.92 feet to the south line of Maple Park Road; thence South 89° 57' West along said south line 337.19 feet to a Point that is 545.50 feet east of the intersection of said south line of Maple Park Road and the north line of said Chicago and Northwestern Railroad, Right of Way, as measured along said south line; thence South 00° 03' East 109.89 feet to the east line of the Chicago and Northwestern Railroad, Right of Way; thence South 78° 39' East along said north line 397.56 feet; thence North 00° West 59.84 feet; thence South 86° 54' East 148.55 feet to the Point of Beginning, all in Cortland Township, DeKalb County, Illinois.



-----LEGEND-----
 - - - - - Indicates boundary of property hereby annexed
 [] Indicates existing corporate limits

PREPARED FOR:
Village of Maple Park
 102 Miller Street
 Maple Park, IL 60151-0220

ADVANCED SURVEYING & MAPPING
 SINCE 1988
 102 Miller Street
 Maple Park, IL 60151-0220

Shawn R. VanKampen
 Illinois Professional Land Surveyor No. 2710
 License Expiration Date: November 30th, 2024



This is to certify that I, Shawn R. VanKampen, Illinois Professional Land Surveyor No. 2710, have prepared and attached hereto a correct representation of said annexation. All distances shown in feet and decimals thereof.

Dated at Batavia, Illinois this 2nd day of December, 2022.

Exhibit "B"

1. Right of First Refusal. In the event the Owner ever desires to sell any of the real estate parcels and receives an acceptable bona fide offer to purchase the real estate, then in such event the Owner shall give a copy of said offer to the Village, and the Village shall have thirty (30) days in which to determine whether or not it wishes to purchase the real estate upon the same terms and conditions as set forth in the offer received by the Owner.

2. Option to Exercise Right of First Refusal. In the event that the Village desires to exercise said option, it shall serve written notice on the Owner of said election, and shall purchase said real estate on the same terms and conditions as set forth in the offer received by the Owner from a third party.

3. Waiver of Right of First Refusal. In the event that the Village does not wish to exercise a Right of First Refusal, the Village will submit in writing to the Owner their intent to waive this right before the expiration of the thirty (30) days.