

ANNEXATION AGREEMENT

This Annexation Agreement (the “Agreement”) is entered into this _____ day of _____, 2019, by and between the City of Waukegan and _____, owner for the purpose of setting forth the terms and conditions under which the City of Waukegan agrees to annex certain territory pursuant to the provisions of Article 7, Division 1 of the Illinois Municipal Code (65 ILCS 5/7-1-1, et seq.).

WITNESSETH:

WHEREAS, _____ is the legal titleholder of the following described real estate (hereinafter, “the Property”):

PIN # _____; and

WHEREAS, the Property is situated in unincorporated Lake County, and thus is not presently within the corporate limits of the City of Waukegan or any other incorporated municipality; and

WHEREAS, the Property is approximately _____ square feet situated _____ feet from the _____ corner of _____ and _____ and is contiguous to the corporate boundaries of the City of Waukegan on its _____ boundary; and

WHEREAS, on the Property there exists _____; and

WHEREAS, _____ (hereinafter “the Owner”) desires and proposes to annex the Property to the City of Waukegan and that the Property be zoned within the City of Waukegan as follows: _____, all pursuant to the City of Waukegan’s Zoning Ordinance, such other ordinances, codes and regulations of the City of Waukegan now in effect or hereafter adopted or amended also in accordance with the terms and conditions of this Agreement; and

WHEREAS, _____ has filed a proper petition for annexation of the Property to the City of Waukegan pursuant to and in accordance with the provisions of Section 7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8) subject to the execution of this Agreement and pursuant to and in accordance with the terms and provisions herein contained; and

WHEREAS, the Corporate Authorities of the City of Waukegan have concluded that entering into this Annexation Agreement under the terms and conditions of this Agreement, will enable the City to control development of this area, permit the sound planning and development of the City, and otherwise enhance and promote the health, safety, and general welfare of the City; and

WHEREAS, a public hearing was held thereon pursuant to due notice and publication, all as prescribed by law, and said Corporate Authorities find that it is in the best interest of the City of Waukegan that the Property be annexed to Waukegan in accordance with the provisions of this Agreement.

NOW THEREFORE, pursuant to and in accordance with the provisions of Article 11, Section 15.1 et seq. of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 et seq.) and in consideration of the mutual covenants and agreements herein and other good and valuable consideration, the parties hereto agree as follows:

1. LEGAL CONFORMANCE. This Agreement is made pursuant to, and in accordance with, the City of Waukegan, Illinois Code of Ordinances, including, but not limited to its Zoning Ordinance, and all applicable provisions of the Illinois Compiled Statutes and the Illinois Constitution.
2. ANNEXATION: The Owners of the property described herein have filed with the City of Waukegan a proper petition, pursuant to and in accordance with the provisions of 7-1-8 of the Illinois Municipal Code, conditioned upon the execution of this Agreement and in compliance with the terms and provisions contained herein, to annex the Property to the City of Waukegan. Prior to the annexation, the Owners shall prepare a Plat of Annexation at the Owner's sole expense.
3. ZONING: Upon annexation, the Property will be zoned _____ for use as a _____. This agreement, in its entirety, together with the aforesaid Petition for Annexation, shall be null, void, and of no effect, unless the property is validly zoned and classified as described in this section, under the City of Waukegan Zoning Ordinance as hereinafter set forth and amended.
4. UTILITIES: Waukegan potable water shall serve the Property from the main located in the _____ right-of-way. Waukegan sanitary sewer will serve the Property from the main located in the _____ right-of-way. The Owners understand, acknowledge, and agree, that any connection to such utility services and public improvements they are not already connected to shall be done in accordance with City engineering standards, the Code of Ordinances, and any and all costs related thereto shall be the responsibility of the Owners.
5. ANNEXATION AND PERMIT FEES. The amount of annexation permit, license, inspection, recapture, and connection fees imposed by the City, which are applicable and required by City Ordinances and Resolutions shall be paid by the Owners.
6. CITY CODES: Except as modified by the terms of this Agreement, the Owners shall comply with all applicable existing and future codes, rules, regulations, resolutions, and ordinances of the City of Waukegan.
7. OTHER TAXING DISTRICTS. Owner understands that upon annexation, the property will be within the boundaries of other taxing districts, which may include but is not limited to the Waukegan School District and the Waukegan Park District.
8. FIRE PREVENTION DISTRICT TAXES. Pursuant to the provisions of the Illinois Municipal Code (70 ILCS 705/20) or any successor statute, the Owners shall reimburse the City in full upon

annexation for all taxes due from the City to any fire protection district as a result of a fire protection district disconnection resulting from this annexation.

9. NOTICES: All notices shall be sent to the parties at the following addresses, unless changed by subsequent notice:
 - a. City of Waukegan, 100 N. Martin L. King, Jr. Avenue, Waukegan, IL 60085
 - b. City Clerk, 100 N. Martin L. King, Jr. Avenue, Waukegan, IL 60085
 - c. Engineering Department, 1700 N. McAree Road, Waukegan, IL 60085
 - d. Planning and Zoning Department, 100 N. Martin L. King, Jr. Avenue, Waukegan, IL 60085
 - e. Robert Long, Corporation Counsel, 19 N. County Street, Waukegan, IL 60085
 - f. Property Owner: _____
10. TIME IS OF THE ESSENCE: Time is of the essence in this Agreement.
11. CONFLICT IN REGULATIONS. The provisions of this Agreement shall supersede any provisions of any ordinances, codes, or regulations of the City of Waukegan which are in conflict with the provisions of this Agreement.
12. CONDITIONS PRECEDENT: It is understood and agreed by the parties hereto that this Agreement, in its entirety, together with the petition of the Owners for annexation of the Property to Waukegan, shall be null and void and of no force or effect unless the Property is validly zoned and classified under Waukegan's Zoning Ordinance in accordance herewith.
13. SEVERABILITY: The provisions of this Agreement are severable, and if any court of competent jurisdiction shall adjudge any provision hereof to be invalid or unenforceable, such provision shall be deemed to be stricken here from and the invalidity thereof shall not affect any of the other provisions herein contained.
14. BINDING EFFECT AND TERM: This Agreement shall be binding upon an inure to the benefit of the parties hereto, their successors and assigns, including specifically any successor owners of record of the Property, whether directly or beneficially, and their assignees, lessees or others deriving any interest in the Property through them, any successor municipal authorities of the City or successor municipalities, for the maximum period allowed by State Law, a period of twenty (20) years, from the date of execution hereof. This agreement and all of its terms and conditions shall be binding on the Owners, any and all successor owners, their heirs and assigns. If the Property is not annexed to the City within the twenty-year term of this Agreement the City will only be obligated to provide sewer and water services if then owner enters into a new Annexation Agreement with the City and subsequent owners of the property.
15. RECORDING. This Agreement shall be recorded by the City Clerk in the Lake County Recorder's Office at the expense of the Owners.

16. LIMITATION OF PERSONAL LIABILITY OF MUNICIPAL OFFICIALS. The Owners agree to defend and hold the City of Waukegan, including the agents, officers, and employees of the City, harmless from any and all actions, causes of action, claims, litigation in law or chancery, attorneys fees, and costs required to defend against efforts by anyone to set aside this Agreement, its terms, or the annexation.
17. BREACH. The Owners agree that the City shall have no continuing obligation to provide sewer service, water or other publicly owned utilities to the Property if the Owners fail to comply with all the terms, conditions, and covenants contained in this Agreement. In the instance of a breach off this Agreement, the City, in its sole discretion, may disconnect he Property from the City and terminate any and all public utility services, including water or sewer.

IN WITNESS WHEREOF, the Corporate Authorities have caused this Agreement to be executed by the duly authorized Mayor of Waukegan, attested by the City Clerk and the corporate seal affixed hereto, and Brandon Aranda has hereunto set his hand and seal as of the day first above written.

FOR THE CITY OF WAUKEGAN, an Illinois municipal corporation

Sam Cunningham, Mayor

ATTEST:

Janet E. Kilkelly, City Clerk

(CITY SEAL)

OWNER:

STATE OF ILLINOIS)
) ss.
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____ is personally known to me to be the same persons whose name is subscribed to the foregoing instrument as such _____ appeared before me this day in person and acknowledged that he signed and delivered the said instrument at his own free and voluntary act, for the uses and purposed therein set forth.

GIVEN under my hand and Notary Seal this _____ day of _____, 2019.

Notary Public

DRAFT