

Julie Friebele

From: Bobby Hauert
Sent: Thursday, June 29, 2017 2:55 PM
To: julie.friebele@villageofelwood.com
Subject: FOIA information

Hello Julie Bobby Hauert Here. I'm Emailing you to request some information I'm looking for ordinance 867 specifically the Coldwater Annexation Agreement
Thank you for your time
Bobby Hauert

CERTIFICATE OF PUBLICATION

STATE OF ILLINOIS.) Ss.
County of Will,

Copy of Notice Herein Referred To

I, Doris K Ragain

PUBLIC NOTICE

VILLAGE OF ELWOOD PUBLIC HEARING

do hereby certify that Eric D. Fisher ti
Free Press Advocate vi
been for more than six months prior to the first publication (i
annexed, a weekly newspaper of general circ
published in the city of vi
said County, and that the said advertisement or notice relatir

Notice is hereby given of a public hearing of the Board of Trustees for the Village of Elwood to commence at 7:00 p.m. on Wednesday, May 16, 2007 at the Park and Recreation Facility, 107 Matteson Street, Elwood, Illinois. All interested parties are invited to attend and provide their input. The hearing may be continued on said date to a further time, date and place without further notice being given. The purpose of the hearing is to consider a Petition for Annexation and Proposed Annexation Agreement for certain property located on Mississippi Avenue and on Coldwater Road, and commonly referred to as the Coldwater property. Said Property is legally described as follows:

THE WEST 175 FEET OF THE SOUTH 240 FEET OF THE NORTH 490 FEET OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 34 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS
And

THE WEST 300 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21 AND THE NORTH 305 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 28 AND THE NORTH 305 FEET OF THE NORTHEAST QUARTER OF SECTION 28, ALL IN TOWNSHIP 34 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS

A copy of the Petition and the accompanying agreement is available for review at the office of the Village Clerk, 201 E. Mississippi Avenue, Elwood, IL. The Petition and the Agreement may be changed, altered or redrafted after the public hearing.

Village of Elwood
Patricia Buchenau, Village Clerk

Published In The Free Press Advocate, Wednesday, May 2, 2007.

The May 16, 2007 public hearing of the Village
re: Proposed Annexation Agreement of the Coldwater

has been published in said paper every week, one
May 2 A.D. 20 07, and ending

which are the dates of the first and last papers containing the same.

On May 2 and May 2 A.D. 20 07

ORDINANCE 867

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT FOR CERTAIN PORTIONS OF PROPERTY COMMONLY REFERRED TO AS THE COLDWATER PROPERTY, GENERALLY LOCATED ADJACENT TO MISSISSIPPI AVENUE AND EAST OF COLDWATER ROAD, VILLAGE OF ELWOOD, WILL COUNTY, ILLINOIS

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 13 DAY OF JUNE, 2007

Published in pamphlet form by
authority of the corporate authorities
of the Village of Elwood, Illinois,
the 19 day of June, 2007.

ORDINANCE 867

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT FOR CERTAIN PORTIONS OF PROPERTY COMMONLY REFERRED TO AS THE COLDWATER PROPERTY, GENERALLY LOCATED ADJACENT TO MISSISSIPPI AVENUE AND EAST OF COLDWATER ROAD, VILLAGE OF ELWOOD, WILL COUNTY, ILLINOIS

WHEREAS, the Village of Elwood (the "Village") is a Home Rule Unit under subsection (a) of Section 6 of Article VII of the Constitution of the State of Illinois of 1970; and

WHEREAS, a Home Rule Unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, the Village President and the Board of Trustees ("Corporate Authorities") for the Village have an interest in controlling the residential, commercial and industrial development of land in areas which are currently outside its boundaries, but which may be a proper subject for annexation procedures; and

WHEREAS, the owners of certain real property (two (2) parcels) comprising approximately twenty (20) acres more or less, generally located south of Mississippi Avenue and east of Coldwater Road (the "TERRITORY") desire to annex the TERRITORY pursuant to a certain Annexation Agreement with the Village of Elwood; and

WHEREAS, the Village desires to encourage reasonable and prudent development of the TERRITORY consistent with sound land planning practices; and

WHEREAS, it is in the best interest of the Village of Elwood, Will County, Illinois, that it enter into an Annexation Agreement pertaining to the development of the TERRITORY in a form substantially similar to the document attached hereto and incorporated herewith as Exhibit "A"; and

WHEREAS, the legal owners of record of the TERRITORY that is the subject of the Annexation Agreement are ready, willing, and able to enter into that Agreement and to perform the obligations as required thereunder; and

WHEREAS, compliance with the statutory procedures for the execution of the Annexation Agreement has been achieved as provided in Division 15.1 of Article 11 of the Illinois Municipal Code, as amended, 65 ILCS 5/11-15.1-1;

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ELWOOD, WILL COUNTY, ILLINOIS, PURSUANT TO ITS HOME RULE AND STATUTORY AUTHORITY AS FOLLOWS:

SECTION 1: INCORPORATION That the preambles to this ordinance be, and the same hereby are incorporated herein by this reference as if fully set forth at this place.

SECTION 2: AUTHORITY That the Village President Pro tem is hereby authorized and directed to execute, and the Village Clerk is directed to attest to a document known as an "Annexation Agreement" in a form substantially similar to that set forth in Exhibit "A" attached hereto and incorporated herewith.

SECTION 3: SEVERABILITY Should any section, subsection or other provision of this Ordinance for any reason be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not effect the validity of the Ordinance as a whole or any part not declared invalid

SECTION 4: REPEALER Any Ordinance or part thereof found to be in conflict or inconsistent with this Ordinance shall be repealed to the extent of any such conflict or inconsistency.

SECTION 5. PUBLICATION The Village Clerk is hereby authorized and directed to publish this Ordinance, by publication in pamphlet form for general distribution in the manner provided by law.

[this section intentionally left blank]

SECTION 6: EFFECTIVE DATE That this Ordinance shall be in full force and effect after its passage, approval, and publication in pamphlet form as provided by law, but in no event earlier than June 13, 2007.


YEAS: 5

NAYS: 0

ABSENT: 1

Trustee	Aye	Nay	Absent	Trustee	Aye	Nay	Absent
Charles Bernhard	X			Mary Matichak	X		
Francis "Bud" Jones	X			Jan Ruban			X
Jason Kucera	X			Walter Strawn	X		

PASSED and APPROVED this 13 day of June, 2007.


 WALTER STRAWN,
 Village President Pro tem

ATTEST:


 PATRICIA BUCHENAU, Village Clerk

PASSED: this 13 day of June, 2007.

APPROVED: this 13 day of June, 2007.

PUBLISHED: this 19 day of June, 2007.

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (hereinafter "Agreement"), is made and entered this 13 day of June, 2007, by and between the VILLAGE OF ELWOOD, an Illinois Home Rule Municipal Corporation (hereinafter sometimes referred to as "VILLAGE" or "ELWOOD"), and KATHLEEN COLDWATER and LARRY L. COLDWATER (hereinafter sometimes referred to collectively as "OWNER(s)").

WITNESSETH:

WHEREAS, OWNER represents and warrants that it holds a sole, exclusive interest in the legal title to the property legally described on Exhibit "A" attached hereto and incorporated herein by reference. The property described on Exhibit "A" is sometimes hereinafter referred to as the SUBJECT PROPERTY; and

WHEREAS, the SUBJECT PROPERTY consists of two parcels, together which comprise approximately 20 acres, one of which is presently improved ("Parcel A") and the other which is unimproved, except for a garage ("Parcel B"), and both of which are situated in an unincorporated area in Jackson Township, Will County, Illinois, and are contiguous to the present corporate limits of the VILLAGE; and

WHEREAS, OWNER is desirous of annexing the SUBJECT PROPERTY to the VILLAGE pursuant to the terms and conditions hereinafter set forth and has filed a proper Petition for Annexation pursuant to 65 ILCS 5/7-1-8, as amended, executed by OWNER and at least fifty-one percent (51%) of all electors residing on the SUBJECT PROPERTY; and

WHEREAS, the SUBJECT PROPERTY, which is comprised of two parcels, will continue to be used for agricultural purposes along with a homestead, which uses will be compatible with the VILLAGE's Comprehensive Land Use Plan; and

WHEREAS, the annexation of the SUBJECT PROPERTY shall extend the corporate limits of the VILLAGE to the far side of each adjacent highway and shall include all of every highway within the area annexed, as required by 65 ILCS 5/7-1-1, as amended, all as depicted on the plat attached hereto as Exhibit B and incorporated by reference (hereinafter the Plat of Annexation); and

WHEREAS, it is the desire of the VILLAGE and the OWNER to enter into an agreement with respect to the annexation of the SUBJECT PROPERTY, pursuant to 65 ILCS 5/11-15.1-1 et. seq., as amended and Elwood's Home Rule authority as set forth in Article VII, Section 6 of the 1970 Illinois State Constitution upon terms more fully set forth herein; and

WHEREAS, all notices, publications, public hearings and all other matters as required by law have been made, had or performed by the Corporate Authorities for the VILLAGE; and

WHEREAS, the VILLAGE does not provide fire protection or library services within its corporate boundaries and, therefore, no notices are required to any fire protection or library districts pursuant to the provisions of 65 ILCS 5/7-1-1, as amended; and

WHEREAS, certain township roads are located on or adjacent to the SUBJECT PROPERTY and, therefore, the required notices to the Board of Trustees of Jackson Township and the Jackson Township Commissioner of Highways have been sent, pursuant to the provisions of 65 ILCS 5/7-1-1, as amended; and

WHEREAS, the Corporate Authorities of the VILLAGE, after due and careful consideration, have concluded that the annexation of the SUBJECT PROPERTY, upon terms and conditions hereinafter set forth, would further the growth of ELWOOD and enable ELWOOD to control the development of the area and serve the best interests of the citizens of

ELWOOD; and

WHEREAS, by a favorable vote of at least two-thirds (2/3) of the Corporate Authorities of the VILLAGE then holding office, an Ordinance has heretofore been adopted authorizing the execution of this Annexation Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING PREMISES AND IN FURTHER CONSIDERATION OF THE MUTUAL COVENANTS, CONDITIONS AND AGREEMENTS HEREIN CONTAINED, OWNER AND VILLAGE HEREBY AGREE AS FOLLOWS:

ARTICLE I
INCORPORATION OF PREAMBLE

Both the VILLAGE and OWNER acknowledge that the statements made in the foregoing Preamble are true and correct, and they hereby incorporate them into this Annexation Agreement. All parties represent that they have complete authority to enter into this Annexation Agreement pursuant to law.

ARTICLE II
ANNEXATION

Subject to the provisions of 65 ILCS 5/11-15/1-1 et seq., as amended, the parties respectively agree to do all things necessary or appropriate to cause the SUBJECT PROPERTY to be duly and validly annexed to the VILLAGE within sixty (60) days after the execution of this Annexation Agreement.

In the event that the annexation of the SUBJECT PROPERTY or any other provision of Article III is in any way deemed to be defective, the parties agree that they will do all things

necessary and appropriate to cure any and all defects to cause the SUBJECT PROPERTY to be validly annexed to the VILLAGE under its ordinances and consistent with the terms of this Agreement.

ARTICLE III
ZONING DESIGNATION AND CONTROLS

A. Zoning Map Amendment

The parties respectively agree that promptly after the annexation of the SUBJECT PROPERTY and in any event, within sixty (60) days of the date of this Agreement, the VILLAGE will enact an ordinance rezoning the SUBJECT PROPERTY to the A-1 Zoning District consistent with this Agreement.

B. Use

It is the intent of the OWNER to continue the present uses upon the SUBJECT PROPERTY in compliance with uses permitted by the current Village of Elwood Zoning Ordinance for properties with a zoning classification of A-1.

C. Prohibited Uses

In addition to the prohibitions and restrictions of the Zoning Ordinance, the following uses shall be prohibited on the SUBJECT PROPERTY:

All uses which are not expressly permitted in A-1 or otherwise allowed as a Special or Conditional Use. The enumeration of certain prohibited uses in this Agreement shall not be construed as permitting other uses.

D. Setbacks (RESERVED)

ARTICLE IV
APPLICATION OF MUNICIPAL ORDINANCES

Unless otherwise specifically and expressly exempted or modified by this Agreement and incorporated herein, the development or use made of the SUBJECT PROPERTY shall be subject to and conditioned upon compliance with the Code of Ordinances, the Zoning and Subdivision Ordinances. In addition, the reference herein to any VILLAGE code, ordinance or regulation shall not be construed to waive, modify, limit or otherwise affect the application of any other VILLAGE code or ordinance. Notwithstanding the foregoing, the SUBJECT PROPERTY shall be exempt from compliance with the following VILLAGE ordinances: 590 and 744 (garbage removal), 639 (noise), 673 (public water and sewer), 704 (swimming pools), 763 (fences), 767 (stormwater) and 783 (right of way controls for trees) and 788 (signs). Consistent with Section 18 of Ordinance 704, the VILLAGE acknowledges that the existing above ground swimming pool currently located on the SUBJECT PROPERTY may continue to be used, maintained and repaired in accordance with the original design and its original location, so long as no hazard to the public health, safety and welfare is created by such continued use, maintenance or repair. Further, the VILLAGE agrees that OWNER shall be permitted to replace the swimming pool with a comparable unit, as deemed necessary by OWNER in consideration of public health, safety and welfare factors, and the replacement of the swimming pool shall not be subject to the regulations set forth in Ordinance 704 or any such similar regulations hereafter adopted by the VILLAGE in a subsequent ordinance so long as the OWNER or their direct lineal descendants own the SUBJECT PROPERTY.

The VILLAGE has enacted an ordinance to regulate the weight of vehicles which pass upon VILLAGE roads. OWNER has a farming business, which include seed sales and cleaning,

and involve the use of Tehle Road and Mississippi Avenue by heavy farm implements and loaded semi-tractors. Any future weight restriction enacted by the VILLAGE shall either exempt farming and agri-businesses from vehicles under 80,000 pounds, or shall grant a moratorium from enforcement against OWNERS as though such weight restriction ordinance was included in the previous paragraph.

ARTICLE V
MUNICIPAL AND PUBLIC UTILITIES

Except as may otherwise be specified in this Agreement, any applicable ordinances governing municipal utility services, including but not limited to provisions for water and sanitary sewer collection and treatment services shall apply in all respects to the SUBJECT PROPERTY. Any ambiguity or omission shall be resolved in favor of the application of the municipal code or ordinance.

A. Right to Connect to Water Supply

Subject to the other terms and conditions of this Agreement and any applicable ordinances governing municipal utility services, including annexation of the SUBJECT PROPERTY, and the issuance of required permits and approvals by the VILLAGE and the IEPA, and any other agency having jurisdiction thereof, OWNER shall be permitted, but not required to connect the SUBJECT PROPERTY to the VILLAGE public water supply in order to provide municipal water service to the SUBJECT PROPERTY and all structures constructed thereon. The VILLAGE shall provide, at no expense to OWNER, two (2) water service connection points or “stubs” to the SUBJECT PROPERTY at the time the municipal water lines are extended along or within the public right-of-way established upon the SUBJECT PROPERTY whether the service line is provided along the OWNER’S property line or on the

opposite side of the roadway. In no event shall the VILLAGE be required to make any expenditures in fulfillment of this commitment in excess of the labor and materials necessary to create the service connection points or “stubs” from the water mains to be installed as contemplated herein, and OWNER acknowledges that this commitment is dependent upon the financing of such water main extensions by other parties. The foregoing commitment shall lapse and be of no further force and effect if the SUBJECT PROPERTY shall be sold, transferred or assigned for development by a third party.

B. Right to Connect to Sanitary Sewer Service

Subject to the other terms and conditions of this Agreement and any applicable ordinances governing municipal utility services, the OWNER shall be permitted, but not required to connect the SUBJECT PROPERTY to the VILLAGE sanitary sewer utility system upon and following the annexation of the SUBJECT PROPERTY to the VILLAGE, the inclusion of the SUBJECT PROPERTY within the Elwood Facilities Planning Area (FPA) and the issuance of all required permits and approvals by the VILLAGE and the IEPA, and any other agency having jurisdiction thereof. The VILLAGE shall provide, at no expense to OWNER, two (2) sanitary sewer service connection points to the SUBJECT PROPERTY at the time the municipal sanitary sewer lines are extended along or within the public right-of-way established upon the SUBJECT PROPERTY whether the service line is provided along the OWNER’S property line or on the opposite side of the roadway. In no event shall the VILLAGE be required to make any expenditures in fulfillment of this commitment in excess of the labor and materials necessary to create the service connection points or “stubs” from the sanitary sewer collection lines to be installed as contemplated herein, and OWNER acknowledges that this commitment is dependent

upon the financing of such sanitary sewer collection line extensions by other parties. The foregoing commitment shall lapse and be of no further force and effect if the SUBJECT PROPERTY shall be sold, transferred or assigned for development by a third party.

C. Ownership of Municipal Utilities

From the time of installation of the utility lines OWNER shall be estopped from claiming any right, title or interest in and to the improvements described in this Article V.

ARTICLE VI
DEDICATIONS FOR ROADWAY AND INFRASTRUCTURE IMPROVEMENTS

OWNER and the VILLAGE acknowledge that dedications or acquisition of portions of the SUBJECT PROPERTY may be necessary in the future in order to provide public improvements for Mississippi Avenue, Tehle and Coldwater Roads, including but not limited to road improvements and installation of utilities and other municipal infrastructure improvements. At the time that such dedication or acquisition is required, the VILLAGE will proceed with all lawful processes.

In reference to future roadway improvements and related appurtenances, the VILLAGE agrees to provide OWNER with reasonable access for ingress and egress to the SUBJECT PROPERTY along Mississippi Avenue in order to conduct farming operations and not to otherwise create unnecessary impediments during any future expansion or maintenance of the road cross-section, including but not limited to erection of unmountable barrier curbs. OWNER agrees to reasonably cooperate with the VILLAGE in establishing permissible routes and points of ingress and egress as part of the farming operations on the SUBJECT PROPERTY.

ARTICLE VII
SURVEY FOR LAND DEDICATION

Any Plat of Dedication or appropriate Deed which is required relative to a dedication or conveyance of land to the VILLAGE shall be described in either a Plat of Dedication, an Assessment Plat or Tax Division Petition in form acceptable to the appropriate County authorities so that the land to be conveyed can be assigned its own permanent real estate index number for exemption purposes.

Any real estate to be conveyed shall be transferred upon the condition that general real estate taxes shall be prorated as of the date of transfer and payable by OWNER through the date of transfer and OWNER shall indemnify the VILLAGE for the obligation set forth in this paragraph.

ARTICLE VIII
TAXES

In further consideration for entering into this Agreement, concurrent with the imposition of ad valorem real estate taxes for the SUBJECT PROPERTY originating from a VILLAGE based levy, the VILLAGE shall rebate, to the extent allowed by law, all ad valorem real estate taxes imposed by or for the benefit of the VILLAGE, which shall be limited to municipal, and road and bridge fund levies. The process for receiving the rebate for any given tax year shall require OWNER to provide a paid receipt documenting payment of the tax bill. The VILLAGE agrees to thereafter remit any payment due pursuant to this Article within 35 days of the next regular Village Board meeting following receipt of the proof of payment.

In further consideration for entering into this Agreement, the VILLAGE shall refund to OWNERS all legally imposed utility taxes which became due and owing as a result of the

annexation contemplated by this Agreement. In order to receive the refund for any calendar year, OWNER agrees to provide reasonable documentation issued by the VILLAGE which details the tax calculations, sums sought to be refunded and proof of payment thereof. The VILLAGE agrees to remit any payment due the OWNERS within thirty-five (35) days of the next regular Village Board meeting following receipt of the required documentation.

ARTICLE IX
GENERAL PROVISIONS

A. Successors in Interest

Except as may be otherwise specified in this Agreement, the terms and conditions herein shall inure to the benefit of and be binding upon the successors in title of the OWNER and upon successor corporate authorities of the VILLAGE. The terms of this Agreement shall run with the land and shall be assignable to and be binding upon subsequent grantees, successors in title of such interest of OWNER and the Annexation Agreement or a Memorandum thereof shall be recorded with the Recorder of Deeds of Will County, Illinois by the VILLAGE at its sole cost and expense.

B. Other Resolutions, Regulations, Rules, Ordinances and Applicable Law

Nothing herein contained is intended to relieve OWNER of its obligations under the resolutions, regulations, rules and/or ordinances of the VILLAGE, except as expressly set forth herein. In addition, wherever this Annexation Agreement provides that a particular ordinance, rule, regulation or resolution is applicable, said provisions shall also automatically include any other applicable laws and any amendments thereto, except as expressly set forth in this Annexation Agreement.

C. Singular and Plural

Wherever appropriate in this Annexation Agreement, the singular shall include the plural, and the plural shall include the singular.

D. Section Headings and Subheadings

All section headings or other headings in this Annexation Agreement are for the general aid of the reader and shall not limit the plain meaning or applicability of any of the provisions thereunder whether covered by or relevant to such heading or not.

E. Recording

All plats of annexation and dedication, and this Annexation Agreement or Memorandum thereof shall be recorded by the VILLAGE at its sole cost and expense.

F. Term and Date of Agreement

The use of the phrase "term of this Agreement" or similar words or phrases in this Annexation Agreement shall include any extension of this Annexation Agreement. The term of this Annexation Agreement shall be for twenty (20) years from the date of execution hereof. The date of execution of this Annexation Agreement and the date of this Annexation Agreement shall be the date on which this Annexation Agreement is signed by the VILLAGE. If any of the terms of this Annexation Agreement or the zoning of the SUBJECT PROPERTY is challenged in any court proceeding, then, to the extent permitted by law and in the VILLAGE'S sole discretion, the period of time during which such litigation is pending shall not be included in calculating the aforementioned 20 year period.

The VILLAGE and OWNER agree that the terms and conditions relating to any zoning, economic benefit or forbearance from enforcement of a VILLAGE ordinance hereinabove stated,

shall be construed to survive the expiration of this Agreement for such time that the OWNER or his or her lineal descendants (1) own the SUBJECT PROPERTY; (2) farm the SUBJECT PROPERTY; and (3) shall not have developed the property for uses other than farming or agribusiness.

G. Covenants to Run With Land

The covenants, agreements, indemnities and other terms and provisions contained in this Agreement shall be appurtenant to and shall run with the SUBJECT PROPERTY and any portion thereof. Each and every person and entity that, from time to time, acquires any fee simple interest or estate in all or any portion of the SUBJECT PROPERTY shall acquire such interest or estate subject to the covenants, agreements, indemnities and other terms and provisions herein and, during the period of time that he, she or it owns such interest or estate, he, she or it shall be obligated to pay and perform any and all obligations of the OWNER applicable to that portion of the SUBJECT PROPERTY in which he, she or it holds any estate or interest, jointly and severally with any and all of the other holders of any interest or estate in all or any portion of the SUBJECT PROPERTY, except; however, that the benefit of this Agreement shall expire or terminate for any portion of the SUBJECT PROPERTY that is no longer owned by OWNER or his or her lineal descendants.

H. Default

If any Party is in default under this Agreement for a period of (a) fifteen (15) days following receipt of notice from the non-defaulting Party with respect to a default which may be cured solely by payment of money, or (b) thirty (30) days following receipt of notice from the non-defaulting Party with respect to a default which may not be cured solely by the payment of

money (or such longer period as is reasonably necessary to commence and complete such non-monetary cure, provided such defaulting Party is acting with reasonable diligence), then, in either event, the non-defaulting Party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement.

I. Actions by Parties; Attorney Fees

OWNER shall not have a right to recover a personal judgment for monetary damages against any elected, appointed official, employee, agent or consultant of the VILLAGE for any breach of any of the terms of this Annexation Agreement. The VILLAGE reserves the right to maintain an action to recover damages or any sums which the OWNER, their respective successors, heirs and/or assigns have agreed to pay pursuant to this Annexation Agreement or to which it becomes liable, and which have become due and remain unpaid. In the event that either the VILLAGE or the OWNER maintains an action in law or in equity against the other to enforce the terms of this Agreement, then the prevailing party shall be entitled to payment of its attorney fees and court costs for prosecuting or defending said action.

As additional consideration for OWNERS entry into this Agreement, the VILLAGE agrees to reimburse OWNER for its reasonable attorney's fees and costs in an amount not to exceed one thousand dollars (\$1,000.00) within sixty (60) days of the execution of this Agreement.

J. No Personal Liability of Corporate Authorities

The parties acknowledge and agree that the individuals who are members of the group constituting the Corporate Authorities of the VILLAGE are entering into this Annexation Agreement in their corporate capacities as members of such group and shall have no personal

liability in their individual capacities.

K. Notices

Notices or other writings which any party is required to serve upon any other party in connection with this Annexation Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the VILLAGE or to the corporate authorities:

Village Clerk
Village of Elwood
Post Office Box 435
Elwood, Illinois 60421

with a copy to:

Village Counsel
Edward P. Graham
Law Offices of Edward P. Graham, Ltd.
1112 South Washington Street
Suite 212
Naperville, Illinois 60540

If to the Owner:

Larry L. Coldwater
26737 Coldwater Road
Elwood, Illinois 60421

with a copy to:

William A. Francis
Attorney at Law
101 Fulton Street
Wilmington, Illinois 60481

L. Amendments

This Annexation Agreement sets forth all the promises, inducements, agreements, conditions and understandings between OWNER and the VILLAGE relative to the subject matter hereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than as are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Annexation Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

Notwithstanding the foregoing, all or any portion of the SUBJECT PROPERTY may be rezoned upon the mutual agreement of the VILLAGE and OWNER without such reclassification constituting an amendment to this Agreement. In such event, notice and hearing shall be provided as may be required by VILLAGE ordinance with respect to zoning reclassifications. Notice and hearing that may be required by law for amendments to annexation agreements shall not be required. Furthermore, approval of the zoning reclassification shall not require a supermajority as may be required by law for the amendment of an annexation agreement.

M. Invalidity of Any Provision

If any provision, clause, word or designation of this Annexation Agreement is held to be invalid by any court of competent jurisdiction, such provision, clause, word or designation shall be deemed to be excised from this Annexation Agreement and the invalidity thereof shall not affect any other provision, clause, word or designation contained herein.

N. Non-merger

This Agreement contained herein shall survive the annexation of the SUBJECT

PROPERTY and shall not be merged or extinguished by the annexation of the SUBJECT PROPERTY or any part thereof to the VILLAGE.

ARTICLE X
TIME OF THE ESSENCE, CONSENTS AND APPROVALS

Time is of the essence with respect to all obligations under this Agreement. This Agreement and the Plats associated herewith shall be executed and recorded by the Parties no later than sixty (60) days from the date the VILLAGE enacts the Ordinance adopting this Agreement. In connection with the development contemplated herein, the VILLAGE shall not unreasonably withhold or delay any consent or approval, including those respecting the issuance of permits that must be obtained from the VILLAGE.

ARTICLE XI
ENFORCEABILITY

This Agreement shall be governed by the laws of the State of Illinois and shall be enforceable by any of the parties hereto by any appropriate action at law or in equity to secure the performance of the covenants herein contained. It is further agreed that the parties to this Agreement, or their successors or assigns, may, either at law or in equity, by suit, action, mandamus, injunction or other proceedings in court, enforce and compel the performance of this Agreement. Venue shall be in the Circuit Court of Will County and the parties waive venue in any other court of competent jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers duly authorized to execute same, the day and year first above written.

VILLAGE OF ELWOOD,
an Illinois Municipal Corporation

Walter Strawn
BY: WALTER STRAWN,
Village President Pro tem

ATTEST:

Patricia Buchenau
BY: PATRICIA BUCHENAU, Village Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF WILL)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Walter Strawn, personally known to me to be the Village President Pro tem of the Village of Elwood, a municipal corporation, and Patricia Buchenau, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Village President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 20th day of June, 2007.

Roberta D Day
Notary Public



EXHIBITS

Exhibit A Legal Description of Subject Property

Group Exhibit B Plats of Annexation

