ORDINANCE 11-18     Removed from the agenda 5-9-11


WHEREAS, James Lee Worrell, as trustee under the provisions of a declaration of Trust Dated May 18, 2006 and known as the James Lee Worrell 2006 Declaration of Trust to an undivided ¼ interest and Evelyn K. Worrell, as Trustee under the provisions of a declaration of trust dated May 18, 2006 and known as the Evelyn K. Worrell, 2006 Declaration of Trust, to an undivided ¼ interest, property owners, have petitioned for an annexation agreement with the City of DeKalb; and,

WHEREAS, the proposed Agreement has been reviewed by the Planning and Zoning Commission at the March 16, 2011 meeting and approval was recommended by a vote of 7-0; and,

WHEREAS, the City Council of the City of DeKalb held a public hearing on this request pursuant to Illinois Statute at its regular meeting of March 14, 2011; and,

WHEREAS, it is in the best interests of the City of DeKalb to enter into this Agreement; now,

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL of the City of DeKalb, Illinois, as follows:

Section 1. The Mayor of the City of DeKalb is authorized and directed to execute an Annexation Agreement with James Lee Worrell, as trustee under the provisions of a declaration of Trust dated May 18, 2006 and known as the James Lee Worrell 2006 Declaration of Trust to an undivided ¼ interest and Evelyn K. Worrell, as Trustee under the provisions of a declaration of trust dated May 18, 2006 and known as the Evelyn K. Worrell, 2006 Declaration of Trust, to an undivided ¼ interest, pertaining to the property legally described therein, a copy of which is attached hereto and made a part hereof as Exhibit “A”.

Section 2. The City Clerk of the City of DeKalb, Illinois, is authorized and directed to attest to the Mayor’s signature, and to record said Agreement with the DeKalb County Recorder.
PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a regular meeting held on the ___ day of __________, 2011 and approved by me as Mayor on the same day.

ATTEST:

STEVE KAPITAN, City Clerk

KRIS POVLSEN, Mayor
ANNEXATION AGREEMENT

This Annexation Agreement (the "Agreement") is made and entered the____ day of______, 2011 by and among the City of DeKalb, an Illinois municipal corporation located in DeKalb County, Illinois, (hereinafter referred to as the "City"), and James Lee Worrell, as Trustee under the provisions of a declaration of trust dated May 18, 2006 and known as the James Lee Worrell 2006 Declaration of Trust, to an undivided ¼ interest and Evelyn K. Worrell, as Trustee under the provisions of a declaration of trust dated May 18, 2006 and known as the Evelyn K. Worrell 2006 Declaration of Trust, to an undivided ¼ interest (hereinafter referred to as the “Owners”). The City and the Owners are collectively referred to as “Parties” and individually referred to as a “Party.”

RECITALS

A. The Owners are the owners of record of approximately 5.81 contiguous acres of real property situated at 1840 East Lincoln Highway in DeKalb County, Illinois (hereinafter referred to as the “Property”), which Property is legally described on Exhibit “A” attached hereto and incorporated herein.

B. The City has sought to involuntarily annex the Property to the City and in lieu of such involuntary annexation, the Parties have agreed to a voluntary annexation of the Property to the City.

C. The City and the Owners desire to enter into this Agreement pursuant to the provisions of 65 ILCS 5/11-15.1-1 in accordance with the terms and conditions hereinafter set forth.

D. The Property is not presently located within the corporate limits of any municipality, but is contiguous to and may be annexed, voluntarily or involuntarily, to the City as provided for in 65 ILCS 5/7-1-1 et seq.

E. Owners seek to provide for the immediate annexation of the Property to the City and the rezoning of the Property by the City as set forth herein.

F. The Owners represent to the City that there are 2 electors that reside on the Property. At least fifty-one per cent (51%) of said electors have consented in writing to the voluntary annexation of the Property to the City.

G. The City acknowledges and the Owner agrees that the “SFR-1” Single Family Residential I zoning, as provided under the City of DeKalb Unified Development Ordinance (the
"UDO") will be the most appropriate zoning classification for the use of the Property upon
annexation.

H. The City has agreed to annex the Property to the City concurrently with the
approval of this Agreement, and has agreed to zone the Property as hereinafter described, upon
the appropriate petition(s) of Owners and at least fifty-one per cent (51%) of the electors being
duly filed with the City Clerk, including all necessary supporting materials and documentation as
outlined herein and in the City’s UDO.

I. Pursuant to the applicable provisions of 65 ILCS 5/7-1-1 et seq., a proposed
Annexation Agreement similar in substance and in form to this Agreement was submitted to the
Mayor and City Council of the City (hereinafter collectively referred to as the "Corporate
Authorities") and a public hearing was held thereon pursuant to notice, as provided by statute.

J. All other and further notices, publications, procedures, public hearings and other
matters attendant to the consideration and approval of this Agreement and the annexation and
re zoning of the Property have been given, made, held and performed by the City as required by
the Illinois Municipal Code, and all other applicable statutes, and all applicable ordinances,
regulations and procedures of the City. This Agreement is made and entered into by the Parties
pursuant to the provisions of 65 ILCS 5/11-15.1-1.

K. The Corporate Authorities have duly considered all necessary matters to enter into
this Agreement, have further duly considered the terms and provisions of this Agreement and
have, by a resolution duly adopted by a vote of two-thirds (2/3) of the Corporate Authorities then
holding office, authorized the Mayor to execute, and the City Clerk to attest, this Agreement on
behalf of the City.

L. The Owners have expended substantial sums of money and has materially altered
its position in reliance upon the execution of this Agreement and the performance of its terms
and provisions by the City.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual
covenants and agreements herein made, the Parties hereby agree as follows:

ARTICLE I
RECITALS

The Parties acknowledge that the statements and representations contained in Paragraphs
A through L, both inclusive of the foregoing recitals are true and accurate and incorporate such
recitals into this Agreement as if fully set forth in this Article I.
ARTICLE II
ANNEXATION OF THE PROPERTY

A. Upon Owners’ petition for annexation duly filed with the City Clerk and concurrently with the approval of this Agreement, the Corporate Authorities shall proceed, subject to the terms and conditions set forth in this Agreement, to consider the question of annexing the Property to the City and do all things necessary or appropriate to cause the Property to be validly annexed to the City. Such action shall take place no later than May 23, 2011. All ordinances, plats, affidavits and other documents necessary to accomplish annexation shall be recorded by the City at the Owners’ expense.

B. This Agreement in its entirety, at the option of the Parties, shall be null, void and of no force and effect unless the Property is legally annexed to the City contemporaneously with the execution of this Agreement, and legally zoned and classified, in accordance with and as contemplated by this Agreement, at the time of its annexation to the City. Without the written consent of the Owners, no action shall be taken by the Corporate Authorities to annex the Property to the City unless: (i) the Agreement has been fully executed by the Owners; and (ii) the Property is annexed to the City upon the petition(s) of the necessary Party being first duly filed.

ARTICLE III
ZONING

A. Default Zoning. Upon annexation of the Property, the Corporate Authorities shall enact such ordinances as are necessary to rezone the Property to “LC” Light Commercial, in accordance with the current use of the property and the current DeKalb County Zoning classification, which consists of one (1) residence and two (2) accessory structures. The Corporate Authority recognizes the Property’s potential for minor agricultural uses consisting of the burning of lawn refuse subject to the following:

   (1) No dense smoke, noxious fumes, gas, soot or cinders, in unreasonable quantities.
   (2) No accumulation of rubbish, trash, refuse, junk and other abandoned materials, metals, lumber or other things.
   (3) No condition which provides harborage for rats, mice, snakes and other vermin.
   (4) No disagreeable or obnoxious odors and stenches, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stenches.

B. Future Zoning. During the term of this Agreement, should the Owner submit an application for rezoning of the Property and complete the process for rezoning as required by the City or discontinue using the property as one single private residence all smoke or burning related activities shall cease to continue and impact fees listed in Exhibit “B” will be assessed if additional dwelling units are built or constructed on any portion of the Property.
ARTICLE IV
INFRASTRUCTURE

A. Water Mains and Potable Water Supply

1. The City represents and warrants that it owns, operates and maintains a potable water supply and distribution system within its borders and water mains within the rights of way of East Lincoln Highway. The Property is currently served by a private fresh water well, which the Owners may continue to operate, until such time as it fails. Repair or replacement of the private fresh water well shall be subject to the requirement of Section 10.03.02(4) of the UDO. The private fresh water well may not be altered, expanded, enlarged or deepened. In the event that the private fresh water well fails, the Owners may be required to connect to the City's water system, pursuant to Section 10.03.02 of the UDO. In the event the Owners believe that such connection would meet the requirements for the issuance of a variance by the Corporate Authorities, the Owners shall file an application for variance, in accordance with Section 10.03.02(3), et seq. of the UDO. The Corporate Authorities shall consider such application and its decision shall be final and binding upon the Owners. In the event of a connection to the water system, the Owners shall have the right to connect to and use such system and mains upon payment of customary and ordinary capital, tap-on and user fees. The Owners have verified, and the City has confirmed, that there is current volume and pressure available in the water mains to service the Property, as of the date of this Agreement, for the potable water and fire suppression needs of the Property, when developed in accordance with (i) the engineering and site plans required by the City when development occurs; and (ii) the specifications of the City Engineer.

2. The Owners agree that it shall be bound by the provisions of Chapter 7 of the City of DeKalb's Municipal Code adopting the water capital fees for impacts to the City's potable water system, and that the payment of such fees shall be made at the time of connection to the system in accordance with the provisions of the ordinance. There will be no other extraordinary expenses or surcharges other than ordinary capital, tap, meter and inspection fees payable City-wide, as a condition to connection to and use of the system for the Property. Said fees may change from time to time and Owners agree to pay the amount as exists at the time such payment is due.

B. Sanitary Sewers

1. In the event that the Property is required to be served by the DeKalb Sanitary District in accordance with Article 10 of the City of DeKalb's Unified Development Ordinance, the City shall cooperate with the Owners and execute all applications, permit requests and other documents required to obtain sanitary sewage treatment service from the DeKalb Sanitary District in order to allow the Owners' connection to the existing and future sanitary sewer lines installed on the interior and exterior of the Property. The Owners shall pay to the requisite governmental entity their respective shares of all permits, inspection and tap on fees that are required at the time of connection to such sanitary sewer system. The City shall cooperate with the Owners in obtaining all necessary easements and shall grant the Owners access to all City owned rights-of-way to enable the Owners to access the sanitary sewer service for the Property.
2. It shall be the Owners’ responsibility to contact the DeKalb Sanitary District to ascertain the status of and make the appropriate contributions toward any existing recapture agreements pertaining to sanitary sewer lines, lift stations or other sanitary system infrastructure, or contributions, accommodations, or agreements regarding the oversizing of sanitary sewer lines or other sanitary system improvements required by the DeKalb Sanitary District. No separate sanitary sewer fees are due to the City, except for standard building permits, connection and inspection fees, and any fees collected by the City on behalf of the DeKalb Sanitary District payable City-wide as a condition to connection to and the use of the system by all properties.

ARTICLE V
CONTINUATION OF CURRENT USES

 Portions of the Property are presently being used for one (1) residence and two (2) accessory structures. In reviewing the Annexation Agreement, the City has given due consideration to the continuation of such current uses. Accordingly, and notwithstanding any provision of the City Code, the UDO, or any other code, ordinance or regulation, now in effect or adopted during the term of this Agreement, and notwithstanding the City’s zoning of the Property pursuant to the terms hereof, but subject to the express terms of this Agreement specifically relating thereto, the current uses of the Property shall be permitted to continue until such time that a Final Engineering Plan has been approved, and construction has commenced, for any part of the Property that is approved by the City. At that time, the portion of the Property that is the subject of a Final Engineering Plan shall then be subject to the zoning created pursuant to Article III, herein. This Article shall not be interpreted to allow the expansion of the existing uses, or increase the intensity or scope of any nonconforming use. Notwithstanding, the three (3) structures currently located on the Property (house, small accessory structure and larger accessory structure) shall be considered legal nonconforming at the time of annexation. The Property shall continue to be maintained in accordance with all City property maintenance regulations.

ARTICLE VI
ANNEXATION FEES, IMPACT FEES, DONATIONS & CONTRIBUTIONS

A. ANNEXATION FEE. Owners shall pay to the City an annexation agreement fee in the amount of FIVE HUNDRED DOLLARS ($500.00) and an annexation fee of SIX THOUSAND FOUR HUNDRED AND THIRTY FOUR DOLLARS ($6,434.00) at the time of the filing of the petition for annexation. See “Exhibit B”

B. CITY-RELATED FEES AND CONTRIBUTIONS. At the time of Owners’ submission of application for rezoning and development of the property in accordance with Art. III, paragraph B, the Owners shall pay the following contributions to the City:
1. Owners shall pay to the City of DeKalb a ROADWAY CONTRIBUTION in the amount of \textit{One Thousand Three Hundred and Twenty-Nine} Dollars ($1,329.00) per residential dwelling unit. Said contribution shall be paid at the time of building permit. See “Exhibit B”

2. Owners shall pay to the City of DeKalb a PUBLIC BUILDING CONTRIBUTION in the amount of \textit{One Thousand One Hundred and Seven} Dollars ($1,107.00) per residential dwelling unit. Said contribution shall be paid at the time of building permit. See “Exhibit B”

C. \textbf{SCHOOL DISTRICT FEES AND CONTRIBUTIONS.}\ At the time of Owners’ submission of application for rezoning and development of the property in accordance with Art. III, paragraph B, the Owners shall pay the following:

1. Owners shall pay the DeKalb Community Unit School District Number 428, a SCHOOL CAPITAL CONTRIBUTION in the amount of \textit{One Thousand Nine Hundred Ninety-Three and 50/100} Dollars ($1,993.50) per bedroom for each additional residential dwelling unit being developed beyond that which existed on the Property as of the date of annexation to the City. Said contribution shall be paid at the time of issuance of a building permit. See “Exhibit B”

2. Owners shall pay the DeKalb Community Unit School District Number 428, a SCHOOL TRANSITION CONTRIBUTION in the amount of \textit{One Thousand One Hundred and Seven} Dollars ($1,107.00) per each additional residential dwelling unit being developed beyond that which existed on the Property as of the date of annexation to the City. Said contribution shall be paid at the time of issuance of a building permit.

D. \textbf{PARK DISTRICT FEES AND CONTRIBUTIONS.}\ Owners shall pay the DeKalb Park District a LAND CASH CONTRIBUTION in the amount of \textit{see “Exhibit B”} ($ See Schedule in Exhibit B) acres per thousand persons of expected population, with an improved land value of \textit{One Hundred Ten Thousand and Seventeen} Dollars ($110,017.00) per acre. All other terms of Article 8.02 of the Unified Development Ordinance shall apply. Said fee shall be paid to the Park District for the area being platted only at the time of approval of the Final Plat for each and every phase of development of the Property.

E. \textbf{COST OF LIVING ADJUSTMENTS:}\ The above fees and cash contributions shall be adjusted annually, on the first day of January, beginning January 1, 2012, in accordance with the then current Consumer Price Index (CPI) Adjustment Rate for the Chicago, Gary and Lake County Region. The adjustments shall be rounded up to the nearest whole dollar. At no point shall the fees or contributions be less than those listed above nor more than the fees currently in effect. The value of dedicated land and/or improvements thereupon shall not be subject to this annual adjustment, but in no case shall the developer dedicate less land or improvements than shown on the Preliminary Plan and/or outlined herein.
ARTICLE VII
MUTUAL ASSISTANCE

A. The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement; to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms, including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the City of such resolutions and ordinances and the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Agreement and as may be necessary to give effect to the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms.

B. All Parties shall cooperate fully with each other in seeking from any or all appropriate governmental bodies (whether Federal, State or County) financial or other aid and assistance required or useful for the (i) the construction or improvement of property and facilities in and on the Property; (ii) connections from the Property and/or its individual Parcels to the City’s potable water supply and distribution system; (iii) connections from the Property or its Parcels to the DeKalb Sanitary District; or (iv) provision of services to occupants or businesses located on the Property, including, without limitation, grants and assistance for public transportation, roads and highways, water and sanitary sewage facilities and storm water disposal facilities.

ARTICLE VIII
REMEDIES

A. Upon a breach of this Agreement, any of the Parties, in any court of competent jurisdiction, by an action or proceedings at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance or both. No action taken by any party hereto pursuant to the provisions of this Article or pursuant to the provisions of any other Article of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and nonexclusive of any other remedy either set forth herein or available to any party at law or in equity.

B. In the event of a material breach of this Agreement, the Parties agree that the Party alleged to be in breach shall have thirty (30) days after written notice of said breach to correct the same prior to the non-breaching Party's seeking of any remedy provided for herein (provided, however, that said thirty (30) day period shall be extended if the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same).

C. If any of the Parties shall fail to perform any of its obligations hereunder, and the Party affected by such default shall have given written notice of such default to the defaulting party, and such defaulting party shall have failed to cure such default within thirty (30) days of such default notice (provided, however, that said thirty (30) day period shall be extended if the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same), then, in addition to any and all other remedies that may be available, either in law or equity, the party affected by such default shall have the right (but not the obligation) to take such
action as in its reasonable discretion and judgment shall be necessary to cure such default. In such event, the defaulting party hereby agrees to pay and reimburse the party affected by such default for all reasonable costs and expenses (including attorney’s fees) incurred by it in connection with action taken to cure such default.

D. The failure of the Parties to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party’s right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

E. If the performance of any covenant to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include acts of God, war, acts of civil disobedience, weather, terrorist acts of a direct or indirect nature, material shortages, flooding, strikes or similar acts), the time for such performance shall be extended by the amount of time of such delay.

ARTICLE IX
TERM

This Agreement shall be binding upon the Parties and their respective successors and assigns for twenty (20) years, commencing as of the date hereof, and for such further terms as may hereinafter be authorized by statute and by City ordinance. The expiration of the Term of this Agreement shall not affect the continuing validity of the zoning of the Property or any ordinance enacted by the City pursuant to this Agreement.

ARTICLE X
MISCELLANEOUS

A. Amendment. This Agreement, and the exhibits attached hereto, may be amended only by mutual consent of the City and Owners of an affected Parcel, by adoption of an ordinance by the City approving said amendment as provided by law, and by the execution of said amendment by the City and Owners.

B. Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements and portions of this Agreement, and to that end, all provisions, covenants, agreements and portions of the Agreement are declared to be severable. If for any reason the annexation or zoning of the Property is ruled invalid, in whole or in part, the Corporate Authorities, as soon as possible, shall take such actions (including the holding of such public hearings and the adoption of such ordinances and resolutions) as may be necessary to give effect to the spirit and intent of this Agreement and the objectives of the Parties, as disclosed by this Agreement, provided that the foregoing shall be undertaken at the expense of the Owners, as applicable.
C. Entire Agreement. This Agreement sets forth all agreements, undertakings and covenants between and among the Parties. This Agreement supersedes all prior agreements, negotiations and understandings, written and oral, and is a full integration of the entire agreement of the Parties.

D. Survival. The provisions contained herein shall survive the annexation of the Property and shall not be merged or expunged by the annexation of the Property to the City.

E. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, successors of the Owners and its respective successors, grantees, lessees, and assigns, and upon successor corporate authorities of the City and successor municipalities, and shall constitute a covenant running with the land. This Agreement may be assigned without the City's approval, and upon said assignment and acceptance by an assignee, the assignor shall have no further obligations hereunder. If a portion of the Property is sold, the seller shall be deemed to have assigned to the purchaser any and all rights and obligations Seller may have under this Agreement which affect the portion of the Property sold or conveyed and thereafter the seller shall have no further obligations under this Agreement as it relates to the portion of the Property conveyed.

F. Hazardous Materials. Each Owner or occupant of all or a portion of a Parcel shall use, or permit the use of Hazardous Materials on, about, under or in its Parcel, only in the ordinary course of its usual business operations conducted thereon, and any such use shall at all times be in compliance with all Environmental Laws. Each Owner agrees to defend, protect, indemnify and hold harmless each other Owner from and against all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereof, including but not limited to costs of investigation, remedial response, and reasonable attorneys' fees and cost of suit, arising out of or resulting from any Hazardous Materials used or permitted to be used by such Party, whether or not in the ordinary course of business. For the purpose of this Agreement, the term "Hazardous Materials" shall mean petroleum products, asbestos, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any Environmental Law; and the term "Environmental Laws" shall mean all federal, state, county, municipal, local and other statutes, laws, ordinances and regulations which relate to or deal with human health or the environment, all as may be amended from time to time.

G. Declarations. In addition to the terms and conditions of this Agreement the Property shall be subject to the “Declarations of Easements, Restrictions and Covenants” duly recorded from time to time as each parcel is developed and annexed to the City.

H. Notices. Any notice required or permitted by the provisions of this Agreement shall be in writing and sent by certified mail, return receipt requested, or personally delivered, to the Parties at the following addresses, or at such other addresses as the Parties may, by notice, designate:

City Clerk
City of DeKalb
200 South 4th Street
DeKalb, IL 60115  
Telephone: 815-748-2095  
Fax: 815-748-2089  
Email: steve.kapitan@cityofdekalb.com

With copies to:  
Principal Planner  
City of DeKalb  
223 South Fourth Street, Suite A  
DeKalb, IL 60115  
Telephone: 815-748-2060  
Fax: 815-748-2359  
Email: derek.hiland@cityofdekalb.com

If to the Owner:  
James and Evelyn Worrell  
1840 E. Lincoln Highway  
DeKalb, IL 60115

With a copy to:  
Krupp & Krupp, LLP  
3821 Commerce Drive  
Suite B  
DeKalb, IL 60115  
Telephone: (815) 758-5444  
Fax: (815) 758-0238  
Email: legaltwins@catlink.net

Notices shall be deemed given on the third (3rd) business day following deposit in the U.S. Mail, if given by certified mail as aforesaid, and upon receipt, if personally delivered.

I. Time of Essence. Time is of the essence of this Agreement and of each and every provision hereof.

J. City Approval. Wherever any approval or consent of the City, or of any of its departments, officials or employees, is called for under this Agreement, the same shall not be unreasonably withheld or delayed.

K. Indemnification. The Owners covenant and agree to pay, at its expense, any and all damages, expenses, liabilities and losses resulting from this Agreement, the construction and development activities of the Owners, or its agents, contractors and subcontractors, and to defend and indemnify and save the City and its officers, elected and appointed agents, employees, engineers and attorneys (collectively, the “Indemnifieds”) harmless of, from and against such damages, expenses, liabilities and losses, except to the extent such damages, expenses, liabilities and losses arise by reason of the gross negligence or willful or wanton act or omission of the Indemnifieds.
L. The following Exhibits referred to herein and attached to this Agreement are hereby made a part of this Agreement:

    Exhibit A    Legal Description of the Property
    Exhibit B    2011 City of DeKalb Impact Fees

    IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written and, by so executing, each of the Parties warrants that it possesses full right and authority to enter into this Agreement.

CITY:

CITY OF DEKALB, an Illinois Municipal corporation

By: ______________________________________________________________________
    Kris Polvsen, Mayor

    Attest__________________________________________________________________
    Steven C. Kapitan, City Clerk

OWNER:

__________________________________________________________________________

L:\Agreements\ANNEXATION\Worrell\Worrell Annexation Agreement - changes 5-3-11.doc
Exhibit “A”

LEGAL DESCRIPTION

Parcel One (pertaining to property with single family residence commonly known as 1840 East Lincoln Highway):

THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID EAST 1/2; THENCE NORTHERLY ALONG THE WEST LINE OF SAID EAST 1/2, 520.62 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF LINCOLN HIGHWAY (ILLINOIS ROUTE 38); THENCE SOUTHEASTERLY AT AN ANGLE OF 75 DEGREES 50 MINUTES 22 SECONDS MEASURED COUNTERCLOCKWISE FROM SAID WEST LINE, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 157.58 FEET FOR A POINT OF BEGINNING; THENCE SOUTHERLY AT AN ANGLE OF 75 DEGREES 57 MINUTES 49 SECONDS MEASURED CLOCKWISE FROM SAID SOUTHERLY LINE, 174.70 FEET; THENCE SOUTHEASTERLY AT AN ANGLE OF 103 DEGREES 57 MINUTES 48 SECONDS MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 155.0 FEET; THENCE NORTHERLY AT AN ANGLE OF 76 DEGREES 02 MINUTES 12 SECONDS MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 155.0 FEET TO SAID SOUTHERLY LINE; THENCE NORTHEASTERLY AT AN ANGLE OF 104 DEGREES 02 MINUTES 11 SECONDS MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID SOUTHERLY LINE, 155.0 FEET TO THE POINT OF BEGINNING, ALL IN DEKALB TOWNSHIP, DEKALB COUNTY, ILLINOIS.

PIN: 08-24-377-002

Parcel Two (pertaining to 5.04 acre parcel with two accessory structures):

THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID EAST 1/2; THENCE EASTERLY ALONG THE SOUTH LINE THEREOF, 580.48 FEET; THENCE NORTHEASTERLY AT AN ANGLE OF 100 DEGREES 48 MINUTES 45 SECONDS MEASURED CLOCKWISE FROM SAID SOUTH LINE, 363.05 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF LINCOLN HIGHWAY (ILLINOIS ROUTE 38); THENCE NORTHEASTERLY AT AN ANGLE OF 93 DEGREES 23 MINUTES 19 SECONDS MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 355.96 FEET TO A POINT THAT IS 312.58 FEET SOUTHEASTERLY OF, AS MEASURED ALONG SAID SOUTHERLY RIGHT OF WAY LINE, THE WEST LINE OF SAID EAST 1/2; THENCE SOUTHERLY AT AN ANGLE OF 75 DEGREES 57 MINUTES 49 SECONDS MEASURED CLOCKWISE FROM SAID SOUTHERLY RIGHT OF WAY LINE, 174.27 FEET; THENCE NORTHEASTERLY AT AN ANGLE OF 76 DEGREES 02 MINUTES 12 SECONDS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 312.52 FEET TO SAID WEST LINE; THENCE SOUTHERLY AT AN ANGLE OF 75 DEGREES 22 MINUTES 30 SECONDS MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID WEST LINE, 347.14 FEET TO THE POINT OF BEGINNING, ALL IN DEKALB TOWNSHIP, DEKALB COUNTY, ILLINOIS.

PIN: 08-24-377-014