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Receipt#: 2024-00000920
Page 1 of 17
Fees: \$50.00
Lake County IL
Anthony Vega Lake County Clerk

File **8013417**

**This instrument was prepared
for, and after recording should
be returned to:**

Stephanie Hannon
Village Manager
Village of Bannockburn
2275 Telegraph Road
Bannockburn IL 60015

**SPECIAL SERVICE AREA NO. 10
ANNEXATION AGREEMENT
(1810 Sunset Lane)**

THIS AGREEMENT, made and entered into this 10th day of October, 2023,
by and between **BARRY SCHER**, an individual residing at 1810 Sunset Lane, Bannockburn,
Illinois (hereinafter "**Owner**") and the **VILLAGE OF BANNOCKBURN**, an Illinois municipal
corporation located in Lake County, Illinois (hereinafter the "**Village**");

WITNESSETH:

WHEREAS, Owner is the record and/or beneficial owner of the following described real
property:

(EX N 658.85 FEET) EAST 529.52 FEET NORTHWEST ¼ SOUTHEAST ¼
SECTION 19 TOWNSHIP 43 RANGE 12 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN LAKE COUNTY, ILLINOIS.

being P.I.N. Nos.: 16-19-400-008 commonly known as 1810 Sunset Lane, Bannockburn, Illinois
("**Subject Property**"); and

WHEREAS, the Owner desires to obtain water and sanitary sewer service from the
Village; and

WHEREAS, the Village has established Special Service Area Number 10 ("**SSA No.
10**") pursuant to 35 ILCS 200/27-5 et seq. (the "**SSA Tax Law**") and Village Ordinance No. 96-
28, being "An Ordinance Establishing Village of Bannockburn Special Service Area No. 10"
("**Ordinance No. 96-28**") to provide water and sanitary sewer service to that certain territory



described in Ordinance No. 96-28; and

WHEREAS, Owner desires to have the Subject Property annexed to SSA No. 10 to obtain water and/or sewer service from the Village; and

WHEREAS, the Village has agreed to consider annexing the Subject Property, which is contiguous to, but not presently included in, SSA No. 10; and

WHEREAS, the corporate authorities of the Village, being the governing body of SSA No. 10, held a public hearing to consider the enlargement of SSA No. 10 and the annexation of the Subject Property to SSA No. 10, which public hearing was both commenced and concluded on September 11, 2023, in all respects conforming to law, pursuant to proper notice thereof duly published and mailed as required under the SSA Tax Law; and

WHEREAS, the corporate authorities of the Village (the "**Village Board**"), after due and careful consideration, have determined that the annexation of the Subject Property to SSA No. 10 on the terms and conditions hereinafter set forth shall enhance and promote the general welfare of the Village; and

WHEREAS, the Village hereby agrees to grant permission to Owner to connect one single-family residence on the Subject Property to the water and sanitary sewer lines of the Village installed pursuant to SSA No. 10, subject to Owner's paying all applicable fees and complying with all of the terms and conditions of this Agreement; and

WHEREAS, the Village Board has approved that certain "Ordinance Enlarging Bannockburn Special Service Area No. 10 (1810 Sunset Lane)" (the "**Enlargement Ordinance**"), which ordinance (*sans* exhibits) is attached hereto and by this reference incorporated herein and made a part hereof as Exhibit A; and

WHEREAS, pursuant to the Enlargement Ordinance, the Village Board has determined that the execution of the Annexation Agreement will benefit the Village and its residents;

NOW, THEREFORE, for and in consideration of the mutual covenants herein made and pursuant to the provisions of the SSA Tax Law and Ordinance No. 96-28, the parties hereby

agree as follows:

SECTION ONE: Recitals. The foregoing recitals are incorporated herein as if fully set forth.

SECTION TWO: Annexation. Upon execution of this Agreement, the Village shall enlarge SSA No. 10 by annexing the Subject Property thereto, subject to the terms and conditions set forth in this Agreement, pursuant to the Enlargement Ordinance. Such annexation shall be valid only upon the effective date of such Enlargement Ordinance.

SECTION THREE: Connection; Easements.

(a) Subject to the terms and conditions of this Agreement, the Village further agrees to grant Owner permission to connect to the SSA No. 10 water and sanitary sewer lines to serve not more than one single-family residence on the Subject Property. Such connections to the SSA No. 10 water and sanitary sewer lines shall be at Owner's sole cost and expense and in accordance with this Agreement and the provisions of any and all Village ordinances and other laws, statutes, and regulations applicable thereto, and with such specifications as may be approved by the Village Engineer. Owner acknowledges and agrees that it has no right or entitlement to connect the Subject Property to SSA No. 10 until after the Enlargement Ordinance becomes effective. Notwithstanding the preceding sentence, the Village will allow Owner to commence activities to permit the connection of the Subject Property to the SSA No. 10 facilities prior to the effective date of the Enlargement Ordinance (the "***Pre-Effective Activities***"); provided, however, that Owner shall undertake the Pre-Effective Activities as Owner's sole risk and expense; and provided further that, if the Enlargement Ordinance does not take effect due to the filing of objections as set forth in Section Six of the Enlargement Ordinance, Owner shall be required to ensure that the Subject Property has been fully disconnected from the facilities of SSA No. 10, all at Owner's sole cost and expense.

(b) Within 60 days after the execution of this Agreement and in any event prior to the connection of the Subject Property to the Village's water or sewer system, the Owner shall

execute and deliver to the Village any easement that the Village Engineer determines is necessary or convenient to the Village and its water and sanitary sewer systems, which easement(s) shall be pursuant to an easement agreement in a form acceptable to the Village Attorney for purposes of dedicating and granting to the Village a public utility easement shall be for the installation, maintenance, and use of water and sewer improvements.

SECTION FOUR: Utility Connection and Other Fees; User Charges.

(a) For connecting one single-family residence on the Subject Property to the Village water and/or sewer systems, Owner shall pay to the Village the then-current applicable tap-in, permit, inspection, and water meter fees and any other water or sewer system charges provided for by the Village Code, and as it may hereafter be further amended from time-to-time.

(b) Prior to connecting, either directly or indirectly, to the SSA No. 10 water and/or sanitary sewer systems, Owner shall pay to the Village (i) \$62,819.65 for Water, plus interest at a rate of 6.25% accruing from August 7, 2023 to the date of such payment, and/or (ii) and \$92,665.98 for Sewer, plus interest at a rate of 6.25% accruing from August 7, 2023 to the date of such payment, being the recapture fees required pursuant to Section 6.C(5) of Ordinance No. 96-28. Such recapture fees shall be in addition to all other fees or charges relating to water service.

(c) Owner shall also pay the monthly user and services charges set forth in the Village Code, and as it may hereafter be further amended from time-to-time. Such charges shall be effective as of the date of connection of the Subject Property to the Village water and/or sewer systems.

(d) As a condition of connection to and use of the Village's sanitary sewer system, Owner shall also be responsible for any charges of the sewage treatment provider in addition to the charges imposed by the Village for the collection and transmission of sewage.

SECTION FIVE: Taxes.

(a) The parties agree that the percentage share of the Subject Property established

in the special tax roll for SSA No. 10 shall be zero.

(b) Owner agrees to pay all taxes that may be annually assessed on the Subject Property for the maintenance, repair, and operation of SSA No. 10.

(c) Owner's obligation to pay the aforementioned taxes for SSA No. 10 shall commence as of the date of annexation of the Subject Property to SSA No. 10.

SECTION SIX: Use Limitations. In consideration of the special benefit granted to Owner relating to the connection of the Subject Property to SSA No. 10, and in recognition of the special circumstances attending to the annexation of the Subject Property to SSA No. 10, the Village and Owner agree that it is in the best interests of both the Village and Owner to execute and file for recording with the Lake County Recorder of Deeds the Declaration of Covenants attached hereto and by this reference incorporated herein and made a part hereof as Exhibit B. Under such declaration, Owner agrees to limit the use of the Subject Property to one single-family residence in compliance with the "A" Residence District regulations of the Village Zoning Ordinance; provided, however, that nothing in this Agreement or the Declaration of Covenants shall limit Owner's ability to seek subdivision approval relating to the Subject Property; provided further that any additional lot resulting from the subdivision of the Subject Property (a "**New Lot**") shall have no right to connect to the water and sewer facilities of SSA No. 10 unless such New Lot is itself pays the fees and charges set forth in Section 4 of this Agreement prior to making any such connection. This Section merely recognizes Owner's ability to make a request for subdivision approval of the Subject Property, but nothing in this Section shall be construed to entitle or ensure Owner of the right or ability to subdivide the Subject Property.

SECTION SEVEN: Nature and Survival of Obligations.

(a) The parties agree that all terms, requirements, and conditions contained in this Agreement and all charges payable pursuant thereto, together with interest and costs of collection, shall until paid constitute both an obligation relating to the Subject Property and the

personal obligation of Owner and of the beneficiaries, heirs, successors, and assigns of Owner, whether such beneficiaries, heirs, successors, or assigns succeed to a legal or to a beneficial interest in the Subject Property. In the event of non-payment within 30 days after the due date, such charges shall become a lien upon the Subject Property in the nature of liens for delinquent accounts under the Village Code, as it may be amended from time-to-time.

(b) The lien of the charges provided for herein shall be subordinate to the lien of any first mortgage now placed upon the Subject Property; provided, however, that such subordination shall apply only to the charges which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any charges thereafter becoming due, nor from the lien of any such subsequent charges.

SECTION EIGHT: Notice to Transferee and Release of Transferor.

(a) Owner understands and agrees that the obligations assumed by Owner under this Agreement shall be binding upon Owner and any and all of Owner's present and future beneficiaries, heirs, successors, and assigns, and the successor legal and beneficial owners of all or any portion of the Subject Property. To assure that future beneficiaries, heirs, successors, and assigns have notice of this Agreement and the obligations created by it, Owner agrees to: (1) record this Agreement with the Lake County Recorder of Deeds, and (2) incorporate this Agreement into any and all real estate sales contracts that Owner enters into for the sale of all or any portion of the Subject Property to any party not a party to this Agreement. The Village agrees that the personal liability of Owner or other predecessor obligor shall only be released to the extent of the transferee's assumption of liability pursuant to an express written agreement of a financially responsible transferee to assume Owner's position under this Agreement in a form acceptable to the Village, but otherwise such liability shall continue notwithstanding such transfer. None of the foregoing provisions relating to notice to transferees and release of Owner shall be construed to relieve any such transferee of liability as a successor to Owner, but shall

be construed solely for the benefit of Owner.

(b) Owner agrees to notify the Village in writing at least 30 days prior to any date upon which Owner transfers a legal or beneficial interest in any portion of the Subject Property to a transferee.

(c) Notwithstanding anything to the contrary provided in this Section, the provisions of this Section shall not apply to easements, grants for rights-of-way, or mortgages unless and until any such mortgagee or the purchaser at a sale upon foreclosure of a mortgage becomes vested in fee title by a conveyance. Further, the transfer of all or any portion of the Subject Property to a transferee who does not expressly agree in a writing enforceable by the Village to assume Owner's position under this Agreement shall not be a violation of this Agreement, but rather shall be conclusively construed as Owner's agreement to remain bound and liable under this Agreement notwithstanding such transfer and the liability of the transferee as a successor to Owner.

SECTION NINE: Payment of Village Costs. Owner shall pay to the Village upon presentation of a written demand therefor: (a) all legal, engineering, and consulting fees, and other costs and expenses incurred by the Village in connection with the negotiation, preparation, consideration, review, and enforcement of this Agreement and its Exhibits, and (b) all costs and expenses incurred by the Village for publications and recordings required in connection with the aforesaid matters (including without limitation the Enlargement Ordinance and proceedings related thereto). These costs shall be in addition to recapture, connection, permit application, inspection, and user fees and charges required under Section Four of this Agreement.

SECTION TEN: Remedies.

(a) It is agreed that the parties hereto may, in law or in equity, by suit, action, mandamus, or any other proceedings, including specific performance, enforce or compel the performance of this Agreement; provided, however, that Owner agrees that Owner shall not seek and does not have the right to seek to recover a judgment of monetary damages against the Village, or any

elected or appointed officials, officers, representatives, agents, attorneys, or employees thereof, for any breach of any of the terms and conditions of this Agreement; provided, however, that the Village may maintain an action to recover any sums and any costs agreed to be paid to it pursuant to this Agreement and which have become due and remain unpaid, plus interest on such sums and costs, at a rate of nine percent per annum.

(b) In the event that Owner, or its beneficiaries, heirs, successors, or assigns, fail to satisfy any of its obligations under this Agreement, within 30 days after the Village has given written notice of such noncompliance, the Village shall, in addition to any of its other remedies, be authorized to discontinue water and sanitary sewer service to the Subject Property.

SECTION ELEVEN: 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 other provisions, covenants, agreements, or portions of this Agreement, which can be given effect without the invalid provision(s) or application(s), and to this end, the provisions, covenants, and agreements in this Agreement are declared to be severable.

SECTION TWELVE: Effective Date. This Agreement shall be in full force and effect from and after the date of its execution by both parties.

SECTION THIRTEEN: Final Agreement. This Agreement supersedes all prior agreements, negotiations, and exhibits which are in conflict herewith. This Agreement constitutes the entire agreement of the parties.

SECTION FOURTEEN: Amendments and Waivers. The parties, and each of them, agree, acknowledge, and understand that this Agreement shall not be modified, changed, altered, amended, or terminated, nor shall any right under it be waived or relinquished without the written consent of all of the parties hereto specifically referring to such amendment or waiver.

SECTION FIFTEEN: Owner's Representation. Owner acknowledges, represents,

and warrants that (a) he is the sole legal and beneficial interest holder in the Subject Property, and (b) he is entitled to execute this Agreement and the documents relating hereto (including Exhibit B, the Declaration of Covenants) on behalf of himself and all owners and interest holders of the Subject Property, and (c) he shall be obligated to secure any approvals from third parties relating to the matters set forth in this Agreement in the event that others claim a right or interest in the Subject Property that is in any way affected by this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have set their hands hereto on the date first written above.

OWNER:

WITNESS:

VILLAGE OF BANNOCKBURN:

Village President

ATTEST:

Village Clerk

EXHIBIT A

ORDINANCE ENLARGING SSA NO. 10

[separate document]

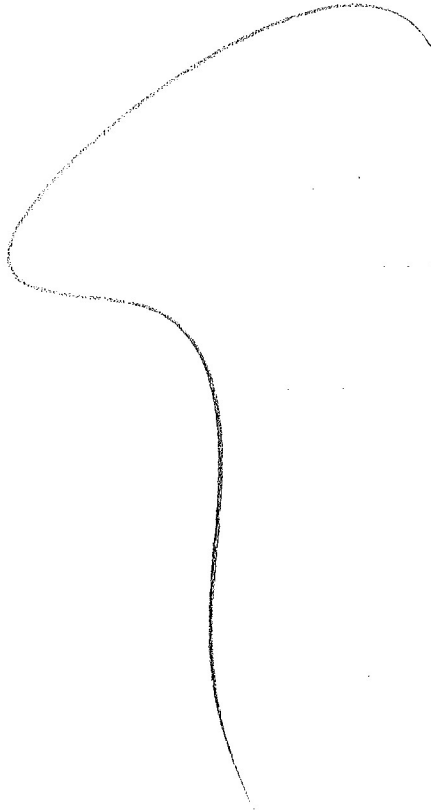
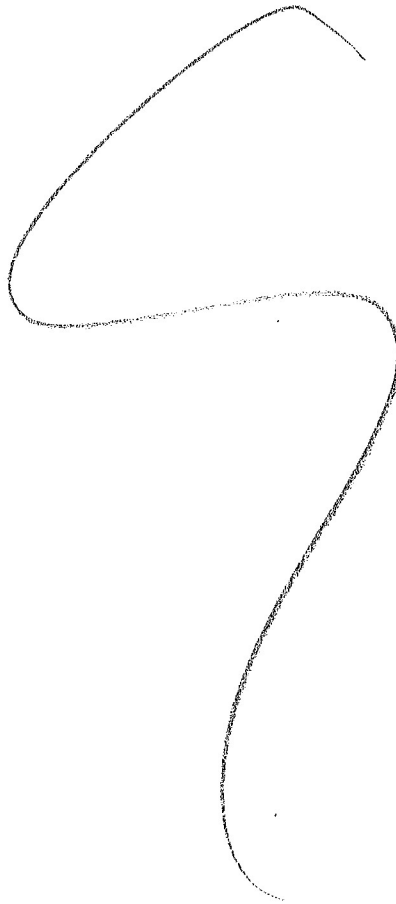


EXHIBIT B

DECLARATION OF COVENANTS

[separate document]

4862-9767-6676, v. 1



**This instrument was prepared
for, and after recording should
be returned to:**

Stephanie Hannon
Village Manager
Village of Bannockburn
2275 Telegraph Road
Bannockburn IL 60015

DECLARATION OF COVENANTS

THIS DECLARATION is made this 25 day of October, 2023, by **BARRY SCHER**
("Owner").

WITNESSETH:

WHEREAS, Owner is the legal owner of record of a parcel of real estate commonly known as 1810 Sunset Lane, located in the Village of Bannockburn, County of Lake, State of Illinois, and legally described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof ("**Subject Property**"); and

WHEREAS, the Subject Property is currently developed with one detached single family residence and accessory structures; and

WHEREAS, the use and development of the Subject Property is governed by the provisions of the Village of Bannockburn Zoning Code; and

WHEREAS, in connection with the enlargement of Village of Bannockburn Special Service Area No. 10, Owner is required to execute and record a declaration of covenants to limit the use of the Subject Property to the maintenance of no more than one detached single-family residence per 160,000 square feet of lot area, in compliance with the A Residence District

Regulations of the Bannockburn Zoning Code, as well as any other accessory structure that may be permitted under the Zoning Code; and

WHEREAS, Owner desires to execute and record this Declaration and to establish restrictions on the use and development of the Subject Property for the purpose of perfecting and enhancing the value and desirability of the Subject Property, promoting the safe and effective delivery of potable water service to the Subject Property and safe and effective sanitary sewer service for the disposal of residential sewage from the Subject Property, as well as for the purpose of enhancing the desirability of other properties currently zoned for single-family use in the neighborhood of the Subject Property; and

WHEREAS, Owner desires and intends that the several owners, occupants, mortgagees, and any other person or persons acquiring an interest in the Subject Property, or any portion thereof, shall at all times hold their interest subject to the covenants and restrictions hereinafter set forth, which covenants shall be enforceable by the Village of Bannockburn, Lake County, Illinois;

NOW, THEREFORE, Owner declares that the Subject Property and all portions thereof and all improvements thereon are and shall be held, transferred, sold, conveyed, used, and occupied subject to the covenants herein set forth, which covenants shall run with the Subject Property and be binding on all parties presently having or hereafter acquiring any right, title, or interest in the Subject Property or any part thereof or improvements thereon, their heirs, successors, and assigns, and shall inure to the benefit of each of them and to the benefit of the Village of Bannockburn, Illinois.

1. Owner hereby acknowledges and covenants that the Subject Property is, and shall remain, subject to the provisions of the A Residence District regulations of the Bannockburn Zoning Code in effect on the date hereof, which by this reference is incorporated herein, and that the use of the Subject Property is and shall be limited to the development and maintenance of one detached single-family dwelling per 160,000 square feet of lot area.

2. Owner covenants that the Subject Property shall not be subdivided, used, or developed except in accordance with the provisions of the Village of Bannockburn Zoning Code in effect on the date hereof. Nothing in this provision shall preclude Owner from seeking and securing a variation from the A Residence District Regulations pursuant to the Bannockburn Zoning Code.

3. Owner hereby acknowledges that the covenants made herein are consistent with the provisions of the Bannockburn Zoning Code, which provisions Owner acknowledges to be legal and valid, and Owner hereby agrees not to challenge any of said provisions or their applicability to the Subject Property at any time on any basis. Owner also acknowledges that any violation of the covenants hereby made may also constitute a violation of the Bannockburn Zoning Code and subject Owner to the penalty and enforcement provisions thereof.

4. In addition to any and all other remedies it may have, the Village of Bannockburn may enforce this Declaration; the failure of the Village to enforce this Declaration or any particular provision hereof at any given time shall in no event be deemed a waiver of the right to do so thereafter. In case of any successful enforcement action, the Village shall be entitled to recover from Owner all costs of enforcement, including without limitation, administrative expenses and legal fees. If such costs are not recovered from Owner within 30 days following a demand in writing by the Village for such payment, such costs, together with interest and costs of collection, shall become a lien upon the Subject Property, and the Village shall have the right to foreclose such lien by an action brought in the name of the Village as in the case of foreclosure of liens against real estate.

5. This Declaration shall run with and bind the land for a term of 50 years from the date this Declaration is recorded after which time this Declaration shall be automatically extended for successive periods of 10 years unless an instrument amending this Declaration as hereinafter provided shall be recorded to provide for some other duration. If any other agreements or covenants created by this Declaration would otherwise be unlawful or void for

violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such easements, rights, restrictions, agreements, or covenants shall continue only until 21 years after the death of the last survivor of the now living lawful descendants of any now living current or former President of the United States.

6. This Declaration shall be void and of no force or effect unless the Village enlarges Special Service Area No. 10 to include the Subject Property.

7. This Declaration and its effect shall not at any time hereafter be modified, amended, or annulled except by a written instrument executed by the then owner or owners of record of the Subject Property and approved by a written resolution duly adopted by the President and Board of Trustees of the Village of Bannockburn, Lake County, Illinois.

8. Invalidity of any term or provision of this Declaration shall in no way affect any other term or provision hereof, which other terms and provisions shall remain in full force and effect.

[Signature page to follow.]

IN WITNESS WHEREOF, Owner has caused this instrument to be executed, acknowledged, and attested.

BARRY SCHER

[Handwritten signature of Barry Scher]

STATE OF ILLINOIS)
)
COUNTY OF LAKE) SS

I, Ryan Mentkowski, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Barry Scher, personally known to me to be the person who executed this agreement, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the same instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 25 day of October, 2023.

[Handwritten signature of Ryan Mentkowski]

Notary Public

My Commission Expires:

6/15/2026

(SEAL)



EXHIBIT A

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

(EX N 658.85 FEET) EAST 529.52 FEET NORTHWEST $\frac{1}{4}$ SOUTHEAST $\frac{1}{4}$
SECTION 19 TOWNSHIP 43 RANGE 12 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN LAKE COUNTY, ILLINOIS.

being P.I.N. Nos.: 16-19-400-008 commonly known as 1810 Sunset Lane, Bannockburn, Illinois
4876-2458-5092, v. 1