

P.I.N. (PINS attached as Exhibit A)



Doc#: 1233318071 Fee: \$240.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/28/2012 01:32 PM Pg: 1 of 47

Return to:
Village Clerk
Village of Willow Springs
Willow Springs, Illinois 60480

(for recorder's use only)

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is entered into this 23rd day of August, 2012, between the VILLAGE OF WILLOW SPRINGS, an Illinois home rule municipal corporation (hereinafter the "VILLAGE"), with its principal office at One Village Circle, Willow Springs, Illinois, the Metropolitan Water Reclamation District of Greater Chicago (hereinafter the "OWNER"), with its principal office at 100 East Erie Street, Chicago, Illinois 60601.

RECITALS

WHEREAS, this Agreement is made pursuant to and in accordance with the provisions of Section 11-15.1-1 *et seq.*, of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1 *et seq.* (2010); and

WHEREAS, the OWNER, to the best of its knowledge, is the owner of record of all of the real property legally described in Exhibit A, attached hereto and incorporated herein by reference, which property includes approximately 320 acres which is currently contiguous to the VILLAGE and not within the corporate limits of any other municipality as depicted on Exhibit B, attached hereto (hereinafter the "SUBJECT PROPERTY"); and

WHEREAS, the SUBJECT PROPERTY consists of approximately 320 acres, is presently situated in the unincorporated areas of Lemont, Palos and Lyons Townships, Cook County, Illinois and is not within the corporate limits of any incorporated municipality; and

WHEREAS, a portion of the SUBJECT PROPERTY is currently under lease to the Forest Preserve District of Cook County under that certain Lease Agreement by and between the OWNER and the Forest Preserve District for a term of 40-years commencing

RECORDING FEE 250.00
DATE 11/28/2012 COPIES 6
OK BY JBC

April, 1993 and expiring March 31, 2033 (hereinafter referred to as the "Forest Preserve Lease Agreement"); and

WHEREAS, a portion of the SUBJECT PROPERTY on Main Channel Parcels 26.01, 26.05 & 27.01 is currently under lease to Hannah Marine Corp. under that certain Lease Agreement, by and between the OWNER and Hannah Marine Corp. for a term of 99 years commencing September 1, 1951, and expiring August 31, 2050 and that certain Lease Agreement for a term of 99-years commencing October 1, 1961, and expiring September 30, 2060; and

WHEREAS, a portion of the SUBJECT PROPERTY on Main Channel Parcel 26.04, is currently under lease to Holcim, Inc. under that certain Lease Agreement by and between the OWNER and Holcim, Inc. commencing December 1, 1965, and expiring September 30, 2060; and

WHEREAS, the OWNER has filed a Petition for Annexation with the Willow Springs Village Clerk for the SUBJECT PROPERTY which is that part of the territory described in Exhibit A which is presently situated portions of the unincorporated areas of Lemont, Palos and Lyons Townships, Cook County, Illinois, and is not within the corporate limits of any incorporated municipality as depicted on Exhibit B; and

WHEREAS, the Plat of Annexation attached hereto and incorporated herein by reference as Exhibit B, is a true and accurate representation of the SUBJECT PROPERTY to be annexed to the VILLAGE pursuant to the provisions of this Agreement; and

WHEREAS, the SUBJECT PROPERTY has not been annexed to any other municipality; and

WHEREAS, the VILLAGE is desirous of annexing the SUBJECT PROPERTY to the VILLAGE pursuant to the terms and conditions hereinafter set forth; and

WHEREAS, the VILLAGE, and the OWNER (collectively referred to as "Parties") find that the annexation of the SUBJECT PROPERTY in accordance with the terms and conditions of this Agreement, will inure to the benefit and improvement of the VILLAGE and its residents and will promote the VILLAGE's sound planning and development and will otherwise enhance and promote the general welfare of the VILLAGE's residents; and

WHEREAS, all public hearings, as required by law have been held by the Corporate Authorities of the VILLAGE upon all matters covered by this Annexation Agreement, including, but not limited to a public hearing before the Corporate Authorities concerning this Annexation Agreement and its effect upon the VILLAGE pursuant to the ordinances, resolutions, codes, rules, regulations, guidelines and procedures of the VILLAGE; and

WHEREAS, the VILLAGE acknowledges that all notices, publications, and all other matters attendant to such Petition for Annexation have been given, held or performed as required by statute or the VILLAGE's ordinances, regulations, and procedures; and

WHEREAS, in reliance upon the continued effectiveness of the VILLAGE's existing ordinances, codes and regulations for the period specified in this Agreement, as may be amended pursuant to the terms hereof, the VILLAGE is willing to undertake certain obligations as set forth in this Agreement and have materially changed their positions in reliance upon the undertaking provided herein; an

WHEREAS, the parties acknowledge that the OWNER is not undertaking any obligations, financial or otherwise, by entering into this Agreement, that the OWNER is entering into this Agreement at the request of the VILLAGE, and that any obligations, liabilities or costs associated with the Agreement shall be born solely by the VILLAGE.

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 on August 23, 2012, a copy of which is attached as Exhibit C; and

WHEREAS, on June 7, 2012, the OWNER's Board of Commissioners issued Orders authorizing the OWNER to enter into this Agreement, a copy of said Order is attached as Exhibit D.

NOW THEREFORE, in consideration of the representations and the mutual promises contained herein, the parties agree that:

1. **RECITALS.**

1.1. The above-stated Recitals are a material part of this Agreement and are hereby incorporated in this Section 1.1 by reference.

2. **ANNEXATION.**

2.1. Subject to the provisions of Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8 (2010), 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, including adoption of an ordinance by the VILLAGE annexing the SUBJECT PROPERTY pursuant to this Agreement.

3. **OWNER'S COPRORATE PROJECTS**

3.1 The VILLAGE'S zoning, ordinances, or regulations should not place undue burden on OWNER'S use of the PROPERTY to carry out any of its corporate functions.

3.2 In addition, the VILLAGE acknowledges that the OWNER may place overburden from its McCook Reservoir Excavation Project on land owned by OWNER but under lease to the Forest Preserve District of Cook County between Willow Springs Road and Route 83, between the Chicago Sanitary & Ship Canal and the Des Plaines River. In the event OWNER does place such overburden on this land, the VILLAGE shall not place any restrictions or limitations on this project as it relates to OWNER'S PROPERTY.

3.3 Also in addition, the VILLAGE acknowledges that the OWNER will be constructing a force main running from its Lemont Treatment Plant and easterly through the PROPERTY. VILLAGE shall not place any restrictions or limitations on this project as it relates to OWNER'S PROPERTY.

3.4 VILLAGE agrees that in the event the OWNER undertakes any construction projects or any other projects in furtherance of its corporate duties and obligations on any land legally described in Exhibit A or otherwise located within the VILLAGE limits, including, but not limited to the construction of a force main from the OWNER'S Lemont Water Reclamation Plant to its Stickney Water Reclamation Plant through any of the land being annexed hereunder and the placement of overburden from the OWNER'S McCook Reservoir on the Forest Preserve District of Cook County leasehold located between Willow Springs Road and Route 83 between the Chicago Sanitary & Ship Canal and the Des Plaines River, that the VILLAGE shall not place any limitations on such projects, nor shall any permit fees, construction fees, or any other fees imposed under any VILLAGE ordinance be assessed against OWNER or its contractors for such projects.

4. DEFECTS IN ANNEXATION

4.1. In the event that the annexation of the SUBJECT PROPERTY is in any way deemed to be defective, the Parties agree that they will do all things legally necessary and appropriate in an attempt to cure any and all defects to cause the SUBJECT PROPERTY to be validly annexed to the VILLAGE, and any other applicable laws and in compliance with this Agreement. This Agreement shall be null and void if the SUBJECT PROPERTY is not legally and validly annexed to the VILLAGE.

5. FUTURE COOPERATION.

5.1. The Parties shall cooperate with one another on an ongoing basis and make every reasonable effort (including, with respect to the VILLAGE, the calling of special meetings, the holding of additional public hearings and the adoption of such ordinances as may be necessary) to further the implementation of the provisions of this Agreement and the intentions of the Parties as reflected by the provisions of this Agreement.

6. REPRESENTATIONS AND OBLIGATIONS OF THE OWNER

6.1 The parties agree that the OWNER is not undertaking any obligations, financial or otherwise, by entering into this Agreement, that the OWNER is entering into this Agreement at the request of VILLAGE, and that any obligations, liabilities or costs associated with the Agreement shall be born by the VILLAGE.

6.2 The VILLAGE represents, to the best of its knowledge, that the OWNER is the sole record Owner of the SUBJECT PROPERTY legally described in Exhibit A and shall cause the SUBJECT PROPERTY to be annexed to the VILLAGE by filing a legally sufficient plat of annexation and annexation petition with all required signatures and information thereon concurrently with the execution of this Agreement, and in accordance with the Illinois Compiled Statutes.

6.3 If the OWNER sells or conveys all or any portion of the SUBJECT PROPERTY during the term of this Agreement, all of the OWNER's obligations specified in this Agreement shall devolve upon and be assumed by such purchaser, grantee, or successor in interest, and the OWNER shall be released from such obligations except as provided herein.

6.4 Any costs, fees, and expenses relative to any necessary approvals, shall be paid by the VILLAGE.

7. FIRE, POLICE AND AMBULANCE PROTECTION SERVICES.

7.1 The VILLAGE shall provide fire, police and ambulance protection services for the SUBJECT PROPERTY. The OWNER shall not be responsible for payment for ambulance service or any other fee associated with fire, police or ambulance protection services.

7.2 In no event shall the VILLAGE record a lien against the fee simple interest of the SUBJECT PROPERTY for amounts due and owing the VILLAGE by any occupant of the PROPERTY or a portion of the PROPERTY.

8. BINDING EFFECT AND TERM.

8.1 This Agreement shall be binding upon the parties hereto, and their respective successors and assigns, for a full term of twenty (20) years commencing as of the effective date of this Agreement, unless other provisions of this Agreement specifically apply a different term. To the extent permitted, in the event the annexation of subject tracts under the terms and conditions of this Agreement is challenged in any court proceeding, the period of time during which such litigation is pending shall not be included in calculating said twenty (20) year term.

8.2 Nothing in this Agreement shall in any way prevent the alienation, encumbrance, or sale of the SUBJECT PROPERTY or any portion of it, and the new

Owner or Owners shall be both benefited and bound by the conditions and restrictions expressed in this Agreement.

8.3. Time is of the essence of this Agreement.

9. RECORDING OF AGREEMENT.

9.1. Within thirty (30) days after its execution, this Agreement shall be recorded at the sole cost and expense of the VILLAGE in the Office of the Recorder of Deeds of Cook County, Illinois.

10. COVENANT RUNNING WITH THE LAND.

11.1. The terms of this Agreement constitute a covenant running with the land for the term of this Agreement unless specific terms are expressly made binding beyond the term of this Agreement. Furthermore, the terms herein are hereby expressly made binding upon all grantees, mortgagees, lessees, assigns and successors in interest of the OWNER as to all or any part of the tracts, and are further expressly made binding upon said VILLAGE and the duly elected or appointed successors in office of its Corporate Authorities.

11. ENFORCEMENT OF AGREEMENT.

11.1 Either party to this Agreement may, by civil action, mandamus, action for writ of injunction or other proceeding, enforce and compel performance of this Agreement or declare this Agreement null and void in addition to other remedies available.

12. SEVERABILITY.

12.1. If any provision of this Agreement is rendered invalid for any reason, such invalidation shall not render invalid other provisions of this Agreement, which can be given effect even without the invalid provision. In the event any provision of this Agreement or any part of a provision shall be deemed invalid, the invalidity of that provision or part shall not affect the validity of any other provision.

12.2. The invalidity of any provision of this Agreement shall not affect any zoning classification for the SUBJECT PROPERTY which has been approved by the VILLAGE pursuant to the provisions of the VILLAGE's ordinances and regulations. Any change to such zoning classification shall take place only in accordance with applicable statutes and ordinances.

13. EFFECT OF THIS AGREEMENT; CONFLICT.

13.1. If any relevant existing VILLAGE resolution, ordinance, regulations, or interpretation thereof, is inconsistent with or conflicts with any provision of this

Agreement, then the provisions of this Agreement shall supersede the terms of said inconsistent resolutions, ordinances, or regulations as they may be applicable to the SUBJECT PROPERTY.

13.2. This Agreement shall not impose any obligation, restraint, or burden (hereinafter called collectively "obligation") on the OWNER, his/her (their) successors or assigns, which obligation extends beyond the termination date of this Agreement.

13.3. All provisions, conditions, and regulations as set forth in this Agreement and the documents or plans to which it refers shall supersede all VILLAGE ordinances, codes and regulations that are in conflict with the Agreement as they may apply to the SUBJECT PROPERTY. However, where this Agreement is silent, the VILLAGE's ordinances shall apply and control.

14. NO DISCONNECTION, DEANNEXATION OR ANNEXATION TO ANOTHER MUNICIPALITY.

14.1. For a period of twenty (20) years from the date the SUBJECT PROPERTY is annexed to the VILLAGE, neither the OWNER nor any of its successors in interest shall file, cause to be filed, or take any action that would result in the disconnection or deannexation of the SUBJECT PROPERTY from the VILLAGE, unless the VILLAGE is in breach of this Agreement and has failed to cure said breach, then the OWNER shall have the right, but not the obligation, to deannex or disconnect.

14.2. For a period of twenty (20) years from the effective date of this Agreement, neither the OWNER nor any of its successors in interest shall file, cause to be filed, or take any action that would result in the annexation of the SUBJECT PROPERTY to any other municipality.

15. AMENDMENTS AND MODIFICATIONS.

15.1. No agreement, amendment, modification, understanding or waiver of or with respect to this Agreement or any term, provision, covenant or condition hereof, nor any approval or consent given under or with respect to this Agreement, shall be effective for any purpose unless contained in writing signed by the Party against which such agreement, amendment, modification, understanding, waiver, approval or consent is asserted.

16. NOTICES.

16.1. All notices or other communications required or permitted hereunder shall be in writing, and shall be: (i) personally delivered; (ii) sent by facsimile telecommunications (followed by next day overnight delivery service); (iii) sent by overnight air express service; or (iv) sent by registered or certified mail, postage prepaid, return receipt requested. The foregoing notwithstanding, notice by electronic mail (email) to the attorney for a Party shall be sufficient notice under this Agreement; provided that a

copy of such electronic mail follows by first class mail. All notices must be addressed to the Parties hereto at their respective addresses set forth below:

VILLAGE:

Village President or Village Administrator
Village of Willow Springs
One Village Circle
Willow Springs, Illinois 60480
Fax: 708-467-3710
Email: wpm@willowsprings-il.gov

With a copy to:

Burton Odelson
Odelson & Sterk, Ltd.
3318 W. 95th Street
Evergreen Park, IL 60805
Fax: 708-425-1898
Email: attyburt@aol.com

OWNER:

MWRDG
100 East Erie Street
Chicago, Illinois 60611
Fax: (312) 751-7926
Attn.: Executive Director

With a copy to:

MWRDG
100 East Erie Street, 3rd Floor
Chicago, Illinois 60611
Fax: (312) 751-6598
Email: ronald.hill@mwr.org
Attn.: General Counsel

17.2. Except as otherwise provided herein, notice served by certified mail or regular mail shall be effective on the date of mailing.

17.3. Notice by facsimile transmission shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on a business day during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event facsimile notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

18. COUNTERPARTS; FACSIMILE.

18.1. This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

18.2 A facsimile copy of this Agreement and any signatures thereon will be considered for all purposes as originals.

19. NON-WAIVER.

19.1. Except as herein expressly provided, no waiver by a Party of any breach of this Agreement by the other Party shall be deemed to be a waiver of any other breach by such other Party (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of payment or performance by a Party after any breach by the other Party shall be deemed to be a waiver of any breach of this Agreement or of any representation or warranty hereunder by such other Party whether or not the first Party knows of such breach at the time it accepts such payment or performance.

19.2. No failure or delay by a Party to exercise any right it may have by reason of the default of any other Party shall operate as a waiver of default or as a modification of this Agreement or shall prevent the exercise of any right by the first Party while the other Party continues to be so in default.

20. GOVERNING LAW AND VENUE.

20.1. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance, and any legal proceeding of any kind arising from this Agreement shall be filed in the Circuit Court for Cook County, Illinois.

21. FORCE MAJEURE.

21.1. Whenever a period of time is provided for in this Agreement for either the VILLAGE, or OWNER to do or perform any act or obligation, neither Party shall be liable for any delays or inability to perform due to causes beyond the control of said Party such as war, riot, strike or lockout by or against either Party's own employees or suppliers, unavoidable casualty or damage to personnel, materials or equipment, fire, flood, storm, earthquake, tornado or any act of nature.

21.2. Any time period shall be extended for only the actual amount of time said Party is so delayed pursuant to Section 21.1 above.

22. ENFORCEABILITY.

22.1. This Agreement 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 and terms of this Agreement.

23. NO PERSONAL LIABILITY OF CORPORATE AUTHORITIES.

23.1. The Parties acknowledge and agree that the individuals who are members of the group constituting the corporate authorities of the VILLAGE and the corporate authorities of the OWNER 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.

24. CUMULATIVE REMEDIES.

24.1. The Parties' rights and remedies hereunder shall be cumulative; the exercise of any rights or remedies shall neither preclude enforcement of other rights and remedies nor waive other rights and remedies; and the failure of either party to exercise any rights or remedies shall neither preclude enforcement of any rights or remedies nor constitute a waiver of any rights or remedies.

25. EFFECTIVE DATE.

25.1. The effective date of this Agreement shall be the date that the Village Clerk for the VILLAGE attests the signature of the Village President as set forth below.

26. BINDING AUTHORITY.

26.1. The individuals executing this Agreement on behalf of the OWNER, and the VILLAGE represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK-SIGNATURE
PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first written above.

VILLAGE OF WILLOW SPRINGS

By: [Signature] Its: Village President
By: [Signature] Its: Village Clerk
Attest Adena Badovich
Its: Village Clerk

State of Illinois)
County of Cook)

The foregoing instrument was acknowledged before me by Alan Abunczyk, Village President, and Adena Badovich Village Clerk, this 11th day of October, 2012, A. D.



[Signature]
Notary Public

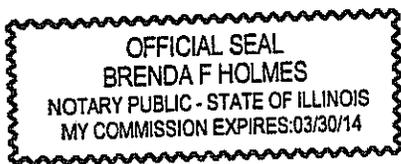
OWNER - METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

By: [Signature] Its: _____
Attest Jaqueline Torres
By: [Signature] Its: _____

State of Illinois)
County of Cook)

The foregoing instrument was acknowledged before me by Cynthia M. Santos, and Jacqueline Torres, this 28th day of November, 2012, A. D.

-seal-



[Signature]
Notary Public

This instrument was prepared by: Susan Morakalis, Metropolitan Water Reclamation
District of Greater Chicago, 100 E. Erie Street, Chicago, IL 60611 (312) 751-6557

EXHIBIT A
Legal Descriptions of Territory to be Annexed

22-11-100-010-000

THAT PART OF LOTS 190 AND 193 BEGINNING ON THE NORTHWESTERLY LINE 1199.75 FEET NORTHEASTERLY OF THE INTERSECTION OF THE NORTHWESTERLY LINE OF LOT 193 WITH THE EASTERLY RIGHT OF WAY LINE OF ILLINOIS STATE HIGHWAY ROUTE 83 THENCE NORTHEASTERLY ON THE NORTHWESTERLY LINE OF LOTS 190 AND 193 A DISTANCE OF 150 FEET THENCE SOUTHEASTERLY AT RIGHT ANGLES 7 FEET THENCE SOUTHWESTERLY AND PARALLEL WITH THE NORTHWESTERLY LINE 700 FEET THENCE SOUTHEASTERLY AT RIGHT ANGLES 277 FEET TO THE SOUTHEASTERLY LINE THENCE SOUTHWESTERLY ON THE SOUTHEASTERLY LINE OF LOTS 190 AND 193 A DISTANCE OF 800 FEET TO THE INTERSECTION OF A LINE DRAWN FROM THE POINT OF BEGINNING AND AT RIGHT ANGLES TO THE NORTHWESTERLY LINE THENCE NORTHWESTERLY TO THE POINT OF BEGINNING IN SANITARY DISTRICT TRUSTEES' SUBDIVISION OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

22-11-100-011-0000

THAT PART OF LOT 193 LYING SOUTHWESTERLY OF A LINE DRAWN AT RIGHT ANGLES TO THE NORTHWESTERLY LINE AT A POINT ON THE NORTHWESTERLY LINE 1199.75 FEET NORTHEASTERLY OF THE NORTHEASTERLY LINE OF ROUTE 83 (EXCEPT THE ROAD) IN SANITARY DISTRICT TRUSTEES' SUBDIVISION OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

22-11-100-014-0000

THAT PART OF LOT 192 LYING WEST OF THE TRI-STATE TOLLWAY IN SANITARY DISTRICT TRUSTEES' SUBDIVISION OF SECTION 11 TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

22-11-100-015-0000

THAT PART OF LOT 192 LYING EAST OF THE WEST LINE OF THE TRI-STATE TOLLWAY IN SANITARY DISTRICT TRUSTEES' SUBDIVISION OF SECTION 11 TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

22-12-100-004-0000

LOT 188 IN SANITARY DISTRICT TRUSTEES' SUBDIVISION OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

22-12-200-004-0000

LOT 185 IN SANITARY DISTRICT TRUSTEES' SUBDIVISION OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

22-12-300-012-0000

LOT 190 (EXCEPT THE SOUTHEASTERLY 150 FEET OF THAT PART LYING NORTHWESTERLY OF A LINE COMMENCING IN THE SOUTHEASTERLY LINE 990.94 FEET NORTHEASTERLY OF THE SOUTHWESTERLY CORNER THENCE NORTHEASTERLY AT AN ANGLE OF 156° 10' 30" WITH SAID SOUTHEASTERLY LINE 295.55 FEET THENCE NORTHEASTERLY AT AN ANGLE OF 159° 40' 50" WITH LAST DESCRIBED COURSE TO A POINT IN THE NORTHWESTERLY LINE) AND (EXCEPT THAT PART WITHIN THE FOLLOWING DESCRIBED PROPERTY BEGINNING ON THE NORTHWESTERLY LINE 1199.75 FEET NORTHEASTERLY OF THE INTERSECTION OF THE NORTHWESTERLY LINE OF LOT 193 WITH THE EASTERLY RIGHT OF WAY LINE OF ILLINOIS STATE HIGHWAY ROUTE 83 THENCE NORTHEASTERLY ON THE NORTHWESTERLY LINE OF LOTS 190 AND 193 A DISTANCE OF 1500 FEET THENCE SOUTHEASTERLY AT RIGHT ANGLES 7 FEET THENCE SOUTHWESTERLY AND PARALLEL WITH THE NORTHWESTERLY LINE 700 FEET THENCE SOUTHEASTERLY AT RIGHT ANGLES 277 FEET TO THE SOUTHEASTERLY LINE THENCE SOUTHWESTERLY ON THE SOUTHEASTERLY LINE OF LOTS 190 AND 193 A DISTANCE OF 800 FEET TO THE INTERSECTION OF A LINE DRAWN FROM THE POINT OF BEGINNING AND AT RIGHT ANGLES TO THE NORTHWESTERLY LINE THENCE NORTHWESTERLY TO THE POINT OF BEGINNING) IN

SANITARY DISTRICT TRUSTEES' SUBDIVISION IN SECTION 12, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

22-12-300-017-0000

THAT PART OF LOT 191 LYING WEST OF THE EASTERLY 150 FEET OF THAT PART WESTERLY OF A LINE COMMENCING IN THE SOUTHEASTERLY LINE OF LOT 190 AT A POINT 990.94 FEET NORTHEASTERLY OF SOUTHWESTERLY CORNER OF SAID LOT 190 THENCE NORTHEASTERLY AT AN ANGLE OF 156° 10'30" WITH SAID SOUTHEASTERLY LINE 295.55 FEET THENCE NORTHEASTERLY AT AN ANGLE OF 159° 40'50" WITH THE LAST DESCRIBED COURSE THROUGH A POINT IN THE SOUTHEASTERLY LINE OF LOT 191, 1310.06 FEET NORTHEASTERLY OF THE SOUTHWEST CORNER OF SAID LOT TO THE NORTH LINE OF SANITARY DISTRICT TRUSTEES' SUBDIVISION OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

22-14-200-001-0000

LOT 196 IN SANITARY DISTRICT TRUSTEES' SUBDIVISION OF SECTION 14 TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

22-14-200-003-0000

LOT 195 (EXCEPT THE ROAD) IN SANITARY DISTRICT TRUSTEES' SUBDIVISION ON SECTION 14 TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM ANY AND ALL PARTS PREVIOUSLY ANNEXED TO THE VILLAGE OF WILLOW SPRINGS, ILLINOIS.

BY OPERATION OF LAW, THE NEW VILLAGE BOUNDARY EXTENDS TO THE FAR SIDE OF THE HIGHWAY OR STREET WHICH IS ADJACENT TO THE PROPERTY BEING ANNEXED (UNLESS SAID HIGHWAY OR STREET HAS BEEN PREVIOUSLY ANNEXED TO ANOTHER MUNICIPALITY). 65 ILCS 5/7-1-1

EXHIBIT B

Plat of Annexation

EXHIBIT C

ANNEXATION AGREEMENT ORDINANCE

**THE VILLAGE OF WILLOW SPRINGS
COOK COUNTY, ILLINOIS**

**ORDINANCE
NUMBER 2012-O-25**

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN
ANNEXATION AGREEMENT CONCERNING PROPERTY
WITHIN THE VILLAGE OF WILLOW SPRINGS, ILLINOIS
(METROPOLITAN WATER RECLAMATION DISTRICT PROPERTY)**

**ALAN NOWACZYK, President
ADENA BASKOVICH, Clerk**

**GEORGE BARTIK
MARIO IMBARRATO
ANNETTE KAPTUR
KEVIN MALONEY
KATHRYN STANPHILL
JERRY STRAZZANTE**

Trustees

ORDINANCE NO. 2012-O-25

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN
ANNEXATION AGREEMENT CONCERNING PROPERTY
WITHIN THE VILLAGE OF WILLOW SPRINGS, ILLINOIS
(METROPOLITAN WATER RECLAMATION DISTRICT PROPERTY)**

WHEREAS, the President and Board of Trustees ("*Corporate Authorities*") of the Village of Willow Springs, Cook County, Illinois ("*Village*"), held a public hearing on August 23, 2012 and October 11, 2012 to consider an Annexation Agreement ("*Agreement*") with the Metropolitan Water Reclamation District for the annexation of certain property which is contiguous to the boundaries of the Village and not within the corporate boundaries of any other municipality, a true and complete copy of which is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, public notice in the form, manner and time as provided in 65 ILCS 5/11-15.1-3 was given of said public hearings in the Southtown Star, a newspaper of general circulation within the Village, as attached hereto and made a part hereof as Exhibit B; and

WHEREAS, all persons desiring an opportunity to be heard were given such opportunity at said public hearing; and

WHEREAS, the Metropolitan Water Reclamation District are ready, willing, and able to enter into said Agreement and to perform the obligations as required under the Agreement; and

WHEREAS, the Corporate Authorities of the Village have determined that it is in the best interests of the Village and its residents that the Agreement be entered into by the Village, pursuant to its authority granted in 65 ILCS 5/11-15.1-1, *et seq.*

NOW, THEREFORE, BE IT ORDAINED by the President and Village Board of Trustees of the Village of Willow Springs, Cook County, Illinois, as follows:

Section 1. That the above recitals and legislative findings are incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. The Annexation Agreement by and between the Metropolitan Water Reclamation District and the Village of Willow Springs, Cook County, Illinois (the "Annexation Agreement"), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to this Village Board, with such necessary substantive changes recommended by the Village Attorney, and as may be authorized and approved by the Village President.

Section 3. The President of the Village of Willow Springs, Cook County, Illinois is authorized and directed to execute, on behalf of the Village, the Annexation Agreement and the Village Clerk is authorized and directed to attest to the signature of the President and affix the Corporate Seal of the Village thereon.

Section 4. The Annexation Agreement shall be recorded with the Recorder of Deeds in Cook County, Illinois.

Section 5. All Ordinances or parts of ordinances in conflict herewith are hereby repealed.

P.I.N. (PINS attached as Exhibit A)

Return to:
Village Clerk
Village of Willow Springs
Willow Springs, Illinois 60480

(for recorder's use only)

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is entered into this 23rd day of August, 2012, between the VILLAGE OF WILLOW SPRINGS, an Illinois home rule municipal corporation (hereinafter the "VILLAGE"), with its principal office at One Village Circle, Willow Springs, Illinois, the Metropolitan Water Reclamation District of Greater Chicago (hereinafter the "OWNER"), with its principal office at 100 East Erie Street, Chicago, Illinois 60601.

RECITALS

WHEREAS, this Agreement is made pursuant to and in accordance with the provisions of Section 11-15.1-1 *et seq.*, of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1 *et seq.* (2010); and

WHEREAS, the OWNER, to the best of its knowledge, is the owner of record of all of the real property legally described in Exhibit A, attached hereto and incorporated herein by reference, which property includes approximately 320 acres which is currently contiguous to the VILLAGE and not within the corporate limits of any other municipality as depicted on Exhibit B, attached hereto (hereinafter the "SUBJECT PROPERTY"); and

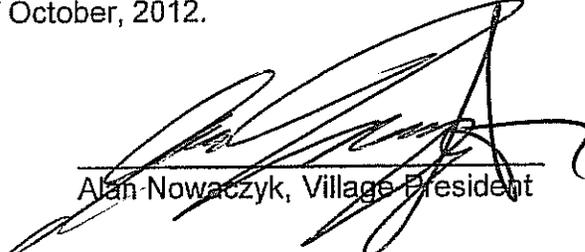
WHEREAS, the SUBJECT PROPERTY consists of approximately 320 acres, is presently situated in the unincorporated areas of Lemont, Palos and Lyons Townships, Cook County, Illinois and is not within the corporate limits of any incorporated municipality; and

WHEREAS, a portion of the SUBJECT PROPERTY is currently under lease to the Forest Preserve District of Cook County under that certain Lease Agreement by and between the OWNER and the Forest Preserve District for a term of 40-years commencing

ADOPTED this 11th day of October, 2012, pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Bartik	✓			✓
Imbaratto	✓			✓
Kaptur	✓			✓
Maloney	✓			✓
Stanphill	✓			✓
Strazzante	✓			✓
(Mayor Nowaczyk)				✓
TOTAL	6	0	0	7

APPROVED this 11th day of October, 2012.


Alan Nowaczyk, Village President

ATTEST:


Adena Baskovich, Village Clerk

Section 6. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance.

Section 7. This Ordinance shall be in full force and effect from and after its passage and approval, and shall subsequently be published in pamphlet form as provided by law.

(Intentionally left blank)

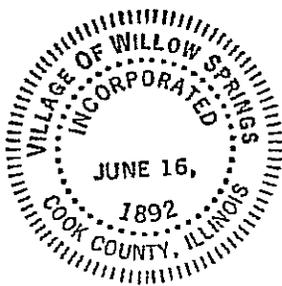
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION

I, Adena Baskovich, DO HEREBY CERTIFY that I am the duly qualified and appointed Clerk of the Village of Willow Springs, Cook County, Illinois, and that as such Clerk I do have charge of and custody of the books and records of the Village of Willow Springs, Cook County, Illinois.

I DO HEREBY FURTHER CERTIFY that the foregoing is a full, true and correct copy of **ORDINANCE No. 2012-O-24** "AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE VILLAGE OF WILLOW SPRINGS, COOK COUNTY, ILLINOIS (COMMONLY KNOWN AS THE METROPOLITAN WATER RECLAMATION DISTRICT PROPERTY)" adopted and approved by the President and Board of Trustees of the Village of Willow Springs, Illinois, on October 11, 2012.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the Corporate Seal of the Village of Willow Springs, Cook County, Illinois this 11th day of October, 2012.





Adena Baskovich, Village Clerk
Village of Willow Springs, Cook County, Illinois

EXHIBIT A
Annexation Agreement

April, 1993 and expiring March 31, 2033 (hereinafter referred to as the "Forest Preserve Lease Agreement"); and

WHEREAS, a portion of the SUBJECT PROPERTY on Main Channel Parcels 26.01, 26.05 & 27.01 is currently under lease to Hannah Marine Corp. under that certain Lease Agreement, by and between the OWNER and Hannah Marine Corp. for a term of 99 years commencing September 1, 1951, and expiring August 31, 2050 and that certain Lease Agreement for a term of 99-years commencing October 1, 1961, and expiring September 30, 2060; and

WHEREAS, a portion of the SUBJECT PROPERTY on Main Channel Parcel 26.04, is currently under lease to Holcim, Inc. under that certain Lease Agreement by and between the OWNER and Holcim, Inc. commencing December 1, 1965, and expiring September 30, 2060; and

WHEREAS, the OWNER has filed a Petition for Annexation with the Willow Springs Village Clerk for the SUBJECT PROPERTY which is that part of the territory described in Exhibit A which is presently situated portions of the unincorporated areas of Lemont, Palos and Lyons Townships, Cook County, Illinois, and is not within the corporate limits of any incorporated municipality as depicted on Exhibit B; and

WHEREAS, the Plat of Annexation attached hereto and incorporated herein by reference as Exhibit B, is a true and accurate representation of the SUBJECT PROPERTY to be annexed to the VILLAGE pursuant to the provisions of this Agreement; and

WHEREAS, the SUBJECT PROPERTY has not been annexed to any other municipality; and

WHEREAS, the VILLAGE is desirous of annexing the SUBJECT PROPERTY to the VILLAGE pursuant to the terms and conditions hereinafter set forth; and

WHEREAS, the VILLAGE, and the OWNER (collectively referred to as "Parties") find that the annexation of the SUBJECT PROPERTY in accordance with the terms and conditions of this Agreement, will inure to the benefit and improvement of the VILLAGE and its residents and will promote the VILLAGE's sound planning and development and will otherwise enhance and promote the general welfare of the VILLAGE's residents; and

WHEREAS, all public hearings, as required by law have been held by the Corporate Authorities of the VILLAGE upon all matters covered by this Annexation Agreement, including, but not limited to a public hearing before the Corporate Authorities concerning this Annexation Agreement and its effect upon the VILLAGE pursuant to the ordinances, resolutions, codes, rules, regulations, guidelines and procedures of the VILLAGE; and

WHEREAS, the VILLAGE acknowledges that all notices, publications, and all other matters attendant to such Petition for Annexation have been given, held or performed as required by statute or the VILLAGE's ordinances, regulations, and procedures; and

WHEREAS, in reliance upon the continued effectiveness of the VILLAGE's existing ordinances, codes and regulations for the period specified in this Agreement, as may be amended pursuant to the terms hereof, the VILLAGE is willing to undertake certain obligations as set forth in this Agreement and have materially changed their positions in reliance upon the undertaking provided herein; an

WHEREAS, the parties acknowledge that the OWNER is not undertaking any obligations, financial or otherwise, by entering into this Agreement, that the OWNER is entering into this Agreement at the request of the VILLAGE, and that any obligations, liabilities or costs associated with the Agreement shall be born solely by the VILLAGE.

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 on August 23, 2012, a copy of which is attached as Exhibit C; and

WHEREAS, on June 7, 2012, the OWNER's Board of Commissioners issued Orders authorizing the OWNER to enter into this Agreement, a copy of said Order is attached as Exhibit D.

NOW THEREFORE, in consideration of the representations and the mutual promises contained herein, the parties agree that:

1. RECITALS.

1.1. The above-stated Recitals are a material part of this Agreement and are hereby incorporated in this Section 1.1 by reference.

2. ANNEXATION.

2.1. Subject to the provisions of Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8 (2010), 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, including adoption of an ordinance by the VILLAGE annexing the SUBJECT PROPERTY pursuant to this Agreement.

3. OWNER'S COPRORATE PROJECTS

3.1 The VILLAGE'S zoning, ordinances, or regulations should not place undue burden on OWNER'S use of the PROPERTY to carry out any of its corporate functions.

3.2 In addition, the VILLAGE acknowledges that the OWNER may place overburden from its McCook Reservoir Excavation Project on land owned by OWNER but under lease to the Forest Preserve District of Cook County between Willow Springs Road and Route 83, between the Chicago Sanitary & Ship Canal and the Des Plaines River. In the event OWNER does place such overburden on this land, the VILLAGE shall not place any restrictions or limitations on this project as it relates to OWNER'S PROPERTY.

3.3 Also in addition, the VILLAGE acknowledges that the OWNER will be constructing a force main running from its Lemont Treatment Plant and easterly through the PROPERTY. VILLAGE shall not place any restrictions or limitations on this project as it relates to OWNER'S PROPERTY.

3.4 VILLAGE agrees that in the event the OWNER undertakes any construction projects or any other projects in furtherance of its corporate duties and obligations on any land legally described in Exhibit A or otherwise located within the VILLAGE limits, including, but not limited to the construction of a force main from the OWNER'S Lemont Water Reclamation Plant to its Stickney Water Reclamation Plant through any of the land being annexed hereunder and the placement of overburden from the OWNER'S McCook Reservoir on the Forest Preserve District of Cook County leasehold located between Willow Springs Road and Route 83 between the Chicago Sanitary & Ship Canal and the Des Plaines River, that the VILLAGE shall not place any limitations on such projects, nor shall any permit fees, construction fees, or any other fees imposed under any VILLAGE ordinance be assessed against OWNER or its contractors for such projects.

4. DEFECTS IN ANNEXATION

4.1 In the event that the annexation of the SUBJECT PROPERTY is in any way deemed to be defective, the Parties agree that they will do all things legally necessary and appropriate in an attempt to cure any and all defects to cause the SUBJECT PROPERTY to be validly annexed to the VILLAGE, and any other applicable laws and in compliance with this Agreement. This Agreement shall be null and void if the SUBJECT PROPERTY is not legally and validly annexed to the VILLAGE.

5. FUTURE COOPERATION.

5.1 The Parties shall cooperate with one another on an ongoing basis and make every reasonable effort (including, with respect to the VILLAGE, the calling of special meetings, the holding of additional public hearings and the adoption of such ordinances as may be necessary) to further the implementation of the provisions of this Agreement and the intentions of the Parties as reflected by the provisions of this Agreement.

6. REPRESENTATIONS AND OBLIGATIONS OF THE OWNER

6.1 The parties agree that the OWNER is not undertaking any obligations, financial or otherwise, by entering into this Agreement, that the OWNER is entering into this Agreement at the request of VILLAGE, and that any obligations, liabilities or costs associated with the Agreement shall be born by the VILLAGE.

6.2 The VILLAGE represents, to the best of its knowledge, that the OWNER is the sole record Owner of the SUBJECT PROPERTY legally described in Exhibit A and shall cause the SUBJECT PROPERTY to be annexed to the VILLAGE by filing a legally sufficient plat of annexation and annexation petition with all required signatures and information thereon concurrently with the execution of this Agreement, and in accordance with the Illinois Compiled Statutes.

6.3 If the OWNER sells or conveys all or any portion of the SUBJECT PROPERTY during the term of this Agreement, all of the OWNER's obligations specified in this Agreement shall devolve upon and be assumed by such purchaser, grantee, or successor in interest, and the OWNER shall be released from such obligations except as provided herein.

6.4 Any costs, fees, and expenses relative to any necessary approvals, shall be paid by the VILLAGE.

7. FIRE, POLICE AND AMBULANCE PROTECTION SERVICES.

7.1 The VILLAGE shall provide fire, police and ambulance protection services for the SUBJECT PROPERTY. The OWNER shall not be responsible for payment for ambulance service or any other fee associated with fire, police or ambulance protection services.

7.2 In no event shall the VILLAGE record a lien against the fee simple interest of the SUBJECT PROPERTY for amounts due and owing the VILLAGE by any occupant of the PROPERTY or a portion of the PROPERTY.

8. BINDING EFFECT AND TERM.

8.1 This Agreement shall be binding upon the parties hereto, and their respective successors and assigns, for a full term of twenty (20) years commencing as of the effective date of this Agreement, unless other provisions of this Agreement specifically apply a different term. To the extent permitted, in the event the annexation of subject tracts under the terms and conditions of this Agreement is challenged in any court proceeding, the period of time during which such litigation is pending shall not be included in calculating said twenty (20) year term.

8.2 Nothing in this Agreement shall in any way prevent the alienation, encumbrance, or sale of the SUBJECT PROPERTY or any portion of it, and the new

Owner or Owners shall be both benefited and bound by the conditions and restrictions expressed in this Agreement.

8.3. Time is of the essence of this Agreement.

9. RECORDING OF AGREEMENT.

9.1. Within thirty (30) days after its execution, this Agreement shall be recorded at the sole cost and expense of the VILLAGE in the Office of the Recorder of Deeds of Cook County, Illinois.

10. COVENANT RUNNING WITH THE LAND.

11.1. The terms of this Agreement constitute a covenant running with the land for the term of this Agreement unless specific terms are expressly made binding beyond the term of this Agreement. Furthermore, the terms herein are hereby expressly made binding upon all grantees, mortgagees, lessees, assigns and successors in interest of the OWNER as to all or any part of the tracts, and are further expressly made binding upon said VILLAGE and the duly elected or appointed successors in office of its Corporate Authorities.

11. ENFORCEMENT OF AGREEMENT.

11.1 Either party to this Agreement may, by civil action, mandamus, action for writ of injunction or other proceeding, enforce and compel performance of this Agreement or declare this Agreement null and void in addition to other remedies available.

12. SEVERABILITY.

12.1. If any provision of this Agreement is rendered invalid for any reason, such invalidation shall not render invalid other provisions of this Agreement, which can be given effect even without the invalid provision. In the event any provision of this Agreement or any part of a provision shall be deemed invalid, the invalidity of that provision or part shall not affect the validity of any other provision.

12.2. The invalidity of any provision of this Agreement shall not affect any zoning classification for the SUBJECT PROPERTY which has been approved by the VILLAGE pursuant to the provisions of the VILLAGE's ordinances and regulations. Any change to such zoning classification shall take place only in accordance with applicable statutes and ordinances.

13. EFFECT OF THIS AGREEMENT; CONFLICT.

13.1. If any relevant existing VILLAGE resolution, ordinance, regulations, or interpretation thereof, is inconsistent with or conflicts with any provision of this

Agreement, then the provisions of this Agreement shall supersede the terms of said inconsistent resolutions, ordinances, or regulations as they may be applicable to the SUBJECT PROPERTY.

13.2. This Agreement shall not impose any obligation, restraint, or burden (hereinafter called collectively "obligation") on the OWNER, his/her (their) successors or assigns, which obligation extends beyond the termination date of this Agreement.

13.3. All provisions, conditions, and regulations as set forth in this Agreement and the documents or plans to which it refers shall supersede all VILLAGE ordinances, codes and regulations that are in conflict with the Agreement as they may apply to the SUBJECT PROPERTY. However, where this Agreement is silent, the VILLAGE's ordinances shall apply and control.

14. NO DISCONNECTION, DEANNEXATION OR ANNEXATION TO ANOTHER MUNICIPALITY.

14.1. For a period of twenty (20) years from the date the SUBJECT PROPERTY is annexed to the VILLAGE, neither the OWNER nor any of its successors in interest shall file, cause to be filed, or take any action that would result in the disconnection or deannexation of the SUBJECT PROPERTY from the VILLAGE, unless the VILLAGE is in breach of this Agreement and has failed to cure said breach, then the OWNER shall the right, but not the obligation, to deannex or disconnect.

14.2. For a period of twenty (20) years from the effective date of this Agreement, neither the OWNER nor any of its successors in interest shall file, cause to be filed, or take any action that would result in the annexation of the SUBJECT PROPERTY to any other municipality.

15. AMENDMENTS AND MODIFICATIONS.

15.1. No agreement, amendment, modification, understanding or waiver of or with respect to this Agreement or any term, provision, covenant or condition hereof, nor any approval or consent given under or with respect to this Agreement, shall be effective for any purpose unless contained in writing signed by the Party against which such agreement, amendment, modification, understanding, waiver, approval or consent is asserted.

16. NOTICES.

16.1. All notices or other communications required or permitted hereunder shall be in writing, and shall be: (i) personally delivered; (ii) sent by facsimile telecommunications (followed by next day overnight delivery service); (iii) sent by overnight air express service; or (iv) sent by registered or certified mail, postage prepaid, return receipt requested. The foregoing notwithstanding, notice by electronic mail (email) to the attorney for a Party shall be sufficient notice under this Agreement; provided that a

copy of such electronic mail follows by first class mail. All notices must be addressed to the Parties hereto at their respective addresses set forth below:

VILLAGE:

Village President or Village Administrator
Village of Willow Springs
One Village Circle
Willow Springs, Illinois 60480
Fax: 708-467-3710
Email: wpm@willowsprings-il.gov

With a copy to:

Burton Odelson
Odelson & Sterk, Ltd.
3318 W. 95th Street
Evergreen Park, IL 60805
Fax: 708-425-1898
Email: attyburt@aol.com

OWNER:

MWRDG
100 East Erie Street
Chicago, Illinois 60611
Fax: (312) 751-7926
Attn.: Executive Director

With a copy to:

MWRDG
100 East Erie Street, 3rd Floor
Chicago, Illinois 60611
Fax: (312) 751-6598
Email: ronald.hill@mwr.org
Attn.: General Counsel

17.2. Except as otherwise provided herein, notice served by certified mail or regular mail shall be effective on the date of mailing.

17.3. Notice by facsimile transmission shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on a business day during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event facsimile notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

18. COUNTERPARTS; FACSIMILE.

18.1. This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

18.2 A facsimile copy of this Agreement and any signatures thereon will be considered for all purposes as originals.

19. NON-WAIVER.

19.1. Except as herein expressly provided, no waiver by a Party of any breach of this Agreement by the other Party shall be deemed to be a waiver of any other breach by such other Party (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of payment or performance by a Party after any breach by the other Party shall be deemed to be a waiver of any breach of this Agreement or of any representation or warranty hereunder by such other Party whether or not the first Party knows of such breach at the time it accepts such payment or performance.

19.2. No failure or delay by a Party to exercise any right it may have by reason of the default of any other Party shall operate as a waiver of default or as a modification of this Agreement or shall prevent the exercise of any right by the first Party while the other Party continues to be so in default.

20. GOVERNING LAW AND VENUE.

20.1. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance, and any legal proceeding of any kind arising from this Agreement shall be filed in the Circuit Court for Cook County, Illinois.

21. FORCE MAJEURE.

21.1. Whenever a period of time is provided for in this Agreement for either the VILLAGE, or OWNER to do or perform any act or obligation, neither Party shall be liable for any delays or inability to perform due to causes beyond the control of said Party such as war, riot, strike or lockout by or against either Party's own employees or suppliers, unavoidable casualty or damage to personnel, materials or equipment, fire, flood, storm, earthquake, tornado or any act of nature.

21.2. Any time period shall be extended for only the actual amount of time said Party is so delayed pursuant to Section 21.1 above.

22. ENFORCEABILITY.

22.1. This Agreement 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 and terms of this Agreement.

23. NO PERSONAL LIABILITY OF CORPORATE AUTHORITIES.

23.1. The Parties acknowledge and agree that the individuals who are members of the group constituting the corporate authorities of the VILLAGE and the corporate authorities of the OWNER 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.

24. CUMULATIVE REMEDIES.

24.1. The Parties' rights and remedies hereunder shall be cumulative; the exercise of any rights or remedies shall neither preclude enforcement of other rights and remedies nor waive other rights and remedies; and the failure of either party to exercise any rights or remedies shall neither preclude enforcement of any rights or remedies nor constitute a waiver of any rights or remedies.

25. EFFECTIVE DATE.

25.1. The effective date of this Agreement shall be the date that the Village Clerk for the VILLAGE attests the signature of the Village President as set forth below.

26. BINDING AUTHORITY.

26.1. The individuals executing this Agreement on behalf of the OWNER, and the VILLAGE represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK-SIGNATURE
PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first written above.

VILLAGE OF WILLOW SPRINGS

By: [Signature]
Its: Village President

Attest [Signature]
Its: Village Clerk

State of Illinois)
County of Cook)

The foregoing instrument was acknowledged before me by Alan Nowaczyk, Village President, and Heleena Casarid, Village Clerk, this 11th day of October, 2012, A. D.



[Signature]
Notary Public

OWNER - METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

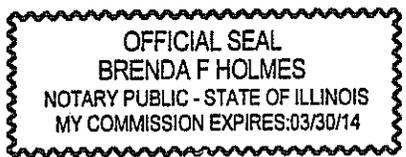
By: [Signature]
Its:

Attest [Signature]
By: [Signature]
Its:

State of Illinois)
County of Cook)

The foregoing instrument was acknowledged before me by Cynthia M. Santos, and Jacqueline Torres, this 2nd day of November, 2012, A. D.

-seal-



[Signature]
Notary Public

This instrument was prepared by: Susan Morakalis, Metropolitan Water Reclamation
District of Greater Chicago, 100 E. Erie Street, Chicago, IL 60611 (312) 751-6557

EXHIBIT B
Public Notices

LEGAL NOTICE OF PUBLIC HEARING
 The Board of Directors of the Village of...
 will hold a public hearing on...
 at the Village Office Building...
 on August 14, 2012 at 7:00 PM.

LEGAL NOTICE OF PUBLIC HEARING
 The Board of Directors of the Village of...
 will hold a public hearing on...
 at the Village Office Building...
 on August 14, 2012 at 7:00 PM.

LEGAL NOTICE OF PUBLIC HEARING
 The Board of Directors of the Village of...
 will hold a public hearing on...
 at the Village Office Building...
 on August 14, 2012 at 7:00 PM.

LEGAL NOTICE OF PUBLIC HEARING
 The Board of Directors of the Village of...
 will hold a public hearing on...
 at the Village Office Building...
 on August 14, 2012 at 7:00 PM.

LEGAL NOTICE OF PUBLIC HEARING
 The Board of Directors of the Village of...
 will hold a public hearing on...
 at the Village Office Building...
 on August 14, 2012 at 7:00 PM.

LEGAL NOTICE OF PUBLIC HEARING
 The Board of Directors of the Village of...
 will hold a public hearing on...
 at the Village Office Building...
 on August 14, 2012 at 7:00 PM.

LEGAL NOTICE OF PUBLIC HEARING
 The Board of Directors of the Village of...
 will hold a public hearing on...
 at the Village Office Building...
 on August 14, 2012 at 7:00 PM.

LEGAL NOTICE OF PUBLIC HEARING
 The Board of Directors of the Village of...
 will hold a public hearing on...
 at the Village Office Building...
 on August 14, 2012 at 7:00 PM.

LEGAL NOTICE OF PUBLIC HEARING
 The Board of Directors of the Village of...
 will hold a public hearing on...
 at the Village Office Building...
 on August 14, 2012 at 7:00 PM.

LEGAL NOTICE OF PUBLIC HEARING
 The Board of Directors of the Village of...
 will hold a public hearing on...
 at the Village Office Building...
 on August 14, 2012 at 7:00 PM.

LEGAL NOTICE OF PUBLIC HEARING
 The Board of Directors of the Village of...
 will hold a public hearing on...
 at the Village Office Building...
 on August 14, 2012 at 7:00 PM.

LEGAL NOTICE OF PUBLIC HEARING
 The Board of Directors of the Village of...
 will hold a public hearing on...
 at the Village Office Building...
 on August 14, 2012 at 7:00 PM.

LEGAL NOTICE OF PUBLIC HEARING
 The Board of Directors of the Village of...
 will hold a public hearing on...
 at the Village Office Building...
 on August 14, 2012 at 7:00 PM.

LEGAL NOTICE OF PUBLIC HEARING
 The Board of Directors of the Village of...
 will hold a public hearing on...
 at the Village Office Building...
 on August 14, 2012 at 7:00 PM.

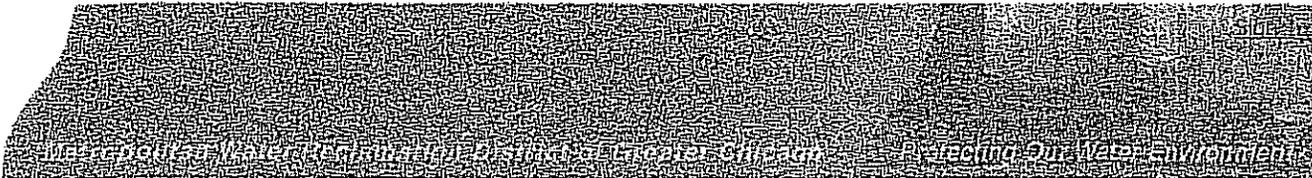
REACH OUT TO MORE QUALIFIED LOCAL CANDIDATES IN CHICAGO AND MONSTER. CALL 708-633-6800

Find the CAR of Your Dreams @ todrive.com
 Visit todrive.com
 BROUGHT TO YOU BY SUN-TIMES MEDIA

NOTICE OF PUBLIC HEARING ON ANNEXATION AGREEMENT OF THE VILLAGE OF WILLOW SPRINGS, COOK COUNTY, ILLINOIS On October 11, 2012, at 7:00 p.m., a public hearing will be held by the President and Board of Trustees of the Village of Willow Springs in the Willow Springs Village Hall, One Village Circle, Willow Springs, 60480, Cook County, Illinois for the purpose of considering and hearing testimony as to an ordinance authorizing the execution of an annexation agreement in regard to the annexation to the Village of Willow Springs, Illinois, of a tract of property comprising approximately 215+ acres of land generally located in Cook County, Illinois Southeast of the Des Plaines River and Atchison, Topoka and Santa Fe Railroad, Northwest of the Illinois & Michigan Canal, Northeast of the Western Line of Cook County and Southwest of Fairmont Willow Hills Memorial Park and legally described as follows: 22-11-100-010-000 THAT PART OF LOTS 190 AND 193 BEGINNING ON THE NORTHWESTERLY LINE 1199.75 FEET NORTHEASTERLY OF THE INTERSECTION OF THE NORTHWESTERLY LINE OF LOT 193 WITH THE EASTERLY RIGHT OF WAY LINE OF ILLINOIS STATE HIGHWAY ROUTE 83 THENCE NORTHEASTERLY ON THE NORTHWESTERLY LINE OF LOTS 190 AND 193 A DISTANCE OF 150 FEET THENCE SOUTHEASTERLY AT RIGHT ANGLES 7 FEET THENCE SOUTHEASTERLY AND PARALLEL WITH THE NORTHWESTERLY LINE 700 FEET THENCE SOUTHEASTERLY AT RIGHT ANGLES 277 FEET TO THE SOUTHEASTERLY LINE THENCE SOUTHWESTERLY ON THE SOUTHEASTERLY LINE OF LOTS 190 AND 193 A DISTANCE OF 800 FEET TO THE INTERSECTION OF A LINE DRAWN FROM THE POINT OF BEGINNING AND AT RIGHT ANGLES TO THE NORTHWESTERLY LINE THENCE NORTHWESTERLY TO THE POINT OF BEGINNING IN SANITARY DISTRICT TRUSTEES' SUBDIVISION OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 22-11-100-011-0000 THAT PART OF LOT 193 LYING SOUTHWESTERLY OF A LINE DRAWN AT RIGHT ANGLES TO THE NORTHWESTERLY LINE AT A POINT ON THE NORTHWESTERLY LINE 1199.75 FEET NORTHEASTERLY OF THE NORTHWESTERLY LINE OF ROUTE 83 (EXCEPT THE ROAD) IN SANITARY DISTRICT TRUSTEES' SUBDIVISION OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 22-11-100-014-0000 THAT PART OF LOT 192 LYING WEST OF THE TRI-STATE TOLLWAY IN SANITARY DISTRICT TRUSTEES' SUBDIVISION OF SECTION 11 TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 22-11-100-015-0000 THAT PART OF LOT 192 LYING EAST OF THE WEST LINE OF THE TRI-STATE TOLLWAY IN SANITARY DISTRICT TRUSTEES' SUBDIVISION OF SECTION 11 TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 22-12-100-004-0000 LOT 188 IN SANITARY DISTRICT TRUSTEES' SUBDIVISION OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 22-12-100-011-0000 PART OF LOT 190 IN THE SANITARY DISTRICT TRUSTEES' SUBDIVISION, THAT PART LYING WESTERLY OF THE EASTERLY 150 FEET PART WESTERLY OF A LINE COMMENCING IN THE SOUTHEASTERLY LINE OF LOT 190 AT A POINT 990.94 FEET NORTHEASTERLY OF THE SOUTHWESTERLY CORNER OF SAID LOT 190; THENCE NORTHEASTERLY AT AN ANGLE OF 156°10'30" WITH SAID SOUTHEASTERLY LINE 295.55 FEET; THENCE NORTHEASTERLY AT AN ANGLE OF 159°40'50" WITH LAST DESCRIBED COURSE THROUGH A POINT IN THE SOUTHEASTERLY LINE OF LOT 191 1310.06 FEET NORTHEASTERLY OF THE SOUTHWESTERLY CORNER OF SAID LOT TO THE NORTHWEST LINE OF LOT 187, IN COOK COUNTY, ILLINOIS. 22-12-200-004-0000 LOT 105 IN SANITARY DISTRICT TRUSTEES' SUBDIVISION OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 22-12-100-005-0000 THE EASTERLY 150 FEET OF THAT PART OF RIVER LOT B LYING WESTERLY OF A LINE COMMENCING IN THE SOUTHEASTERLY LINE OF LOT 190 AT A POINT 990.94 FEET NORTHEASTERLY OF THE SOUTHWESTERLY CORNER OF SAID LOT 190 THENCE NORTHEASTERLY AT AN ANGLE OF 159°40'50" WITH SAID SOUTHEASTERLY LINE 295.55 FEET THENCE NORTHEASTERLY AT AN ANGLE OF 159°40'50" WITH THE LAST DESCRIBED COURSE THROUGH A POINT IN THE SOUTHEASTERLY LINE OF LOT 191, 1310.06 FEET NORTHEASTERLY OF THE SOUTHWESTERLY CORNER OF SAID LOT TO THE NORTHERLY LINE OF SANITARY DISTRICT TRUSTEES' SUBDIVISION OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 22-12-100-008-0000 THAT PART OF RIVER LOT B LYING EASTERLY OF THE EAST 150 FEET OF THAT PART WESTERLY OF A LINE COMMENCING IN THE SOUTHEASTERLY LINE OF LOT 190 AT A POINT 990.94 FEET NORTHEASTERLY OF THE SOUTHWESTERLY CORNER OF SAID LOT 190 THENCE NORTHEASTERLY AT AN ANGLE OF 156°10'30" WITH SAID SOUTHEASTERLY LINE 295.55 FEET THENCE NORTHEASTERLY AT AN ANGLE OF 159°40'50" WITH THE LAST DESCRIBED COURSE THROUGH A POINT IN THE SOUTHEASTERLY LINE OF LOT 191, 1310.06 FEET NORTHEASTERLY OF THE SOUTHWESTERLY CORNER OF SAID LOT TO THE NORTHERLY LINE OF SANITARY DISTRICT TRUSTEES' SUBDIVISION OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 22-12-100-010-0000 THAT PART OF LOT 187 LYING EASTERLY OF THE EASTERLY 150 FEET OF THAT PART WESTERLY OF A LINE COMMENCING IN THE SOUTHEASTERLY LINE OF LOT 190 AT A POINT 990.94 FEET NORTHEASTERLY OF THE SOUTHWESTERLY CORNER OF SAID LOT 190 THENCE NORTHEASTERLY AT AN ANGLE OF 156°10'30" WITH SAID SOUTHEASTERLY LINE 295.55 FEET THENCE NORTHEASTERLY AT AN ANGLE OF 159°40'50" WITH THE LAST DESCRIBED COURSE THROUGH A POINT IN THE SOUTHEASTERLY LINE OF LOT 191, 1310.06 FEET NORTHEASTERLY OF THE SOUTHWESTERLY CORNER OF SAID LOT TO THE NORTHERLY LINE OF SANITARY DISTRICT TRUSTEES' SUBDIVISION OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 22-12-200-001-0000 RIVER LOT A IN SANITARY DISTRICT TRUSTEES' SUBDIVISION OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 22-12-200-002-0000 LOT 186 IN SANITARY DISTRICT TRUSTEES' SUBDIVISION OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 22-12-200-008-0000 THAT PART OF LOT 2 (EXCEPT THE ABANDONED RIGHT OF WAY OF THE C & A RAILROAD) LYING EAST OF A LINE HAVING AN ANGLE OF 81°7' EAST TO SOUTH WITH THE SOUTHERLY RIGHT OF WAY LINE OF THE C & A RAILROAD WHICH INTERSECTS A POINT ON THE SOUTHERLY LINE OF THE RAILROAD 1216.25 FEET SOUTHWESTERLY OF THE EAST LINE AND LYING NORTH OF THE CENTER OF ARCHER ROAD AND LYING SOUTH OF THE C&A RAILROAD IN COUNTY CLERK'S DIVISION OF FRACTIONAL SECTION 12, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS SOUTH OF THE DES PLAINES RIVER. 22-12-200-012-0000 ALL THAT PART OF THE ILLINOIS AND MICHIGAN CANAL AND 90 FOOT RESERVES ON EACH SIDE THROUGH THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 22-12-300-001-0000 RIVER LOT C IN SANITARY DISTRICT TRUSTEES' SUBDIVISION OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 22-12-300-012-0000 LOT 190 (EXCEPT THE SOUTHEASTERLY 150 FEET OF THAT PART LYING NORTHWESTERLY OF A LINE COMMENCING IN THE SOUTHEASTERLY LINE 990.94 FEET NORTHEASTERLY OF THE SOUTHWESTERLY CORNER THENCE NORTHEASTERLY AT AN ANGLE OF 156°10'30" WITH SAID SOUTHEASTERLY LINE 295.55 FEET THENCE NORTHEASTERLY AT AN ANGLE OF 159°40'50" WITH THE LAST DESCRIBED COURSE TO A POINT IN THE NORTHWESTERLY LINE AND (EXCEPT THAT PART WITHIN THE FOLLOWING DESCRIBED PROPERTY BEGINNING ON THE NORTHWESTERLY LINE 1199.75 FEET NORTHEASTERLY OF THE INTERSECTION OF THE NORTHWESTERLY LINE OF LOT 193 WITH THE EASTERLY RIGHT OF WAY LINE OF ILLINOIS STATE HIGHWAY ROUTE 83 THENCE NORTHEASTERLY ON THE NORTHWESTERLY LINE OF LOTS 190 AND 193 A DISTANCE OF 1500 FEET THENCE SOUTHEASTERLY AT RIGHT ANGLES 7 FEET THENCE SOUTHWESTERLY AND PARALLEL WITH THE NORTHWESTERLY LINE 700 FEET THENCE SOUTHEASTERLY AT RIGHT ANGLES 277 FEET TO THE SOUTHEASTERLY LINE THENCE SOUTHWESTERLY ON THE SOUTHEASTERLY LINE OF LOTS 190 AND 193 A DISTANCE OF 800 FEET TO THE INTERSECTION OF A LINE DRAWN FROM THE POINT OF BEGINNING AND AT RIGHT ANGLES TO THE NORTHWESTERLY LINE THENCE NORTHWESTERLY TO THE POINT OF BEGINNING) IN SANITARY DISTRICT TRUSTEES' SUBDIVISION OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 22-12-300-016-0000 THAT PART OF LOT 191 LYING EASTERLY OF THE EAST 150 FEET OF THAT PART WESTERLY OF A LINE COMMENCING IN THE SOUTHEASTERLY LINE OF LOT 190 AT A POINT 990.94 FEET NORTHEASTERLY OF THE SOUTHWESTERLY CORNER OF SAID LOT 190 THENCE NORTHEASTERLY AT AN ANGLE OF 156°10'30" WITH SAID SOUTHEASTERLY LINE 295.55 FEET THENCE NORTHEASTERLY AT AN ANGLE OF 159°40'50" WITH THE LAST DESCRIBED COURSE THROUGH A POINT IN THE SOUTHEASTERLY LINE OF LOT 191, 1310.06 FEET NORTHEASTERLY OF THE SOUTHWESTERLY CORNER OF SAID LOT TO THE NORTHERLY LINE OF SANITARY DISTRICT TRUSTEES' SUBDIVISION OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 22-12-300-017-0000 THAT PART OF LOT 191 LYING WEST OF THE EASTERLY 150 FEET OF THAT PART WESTERLY OF A LINE COMMENCING IN THE SOUTHEASTERLY LINE OF LOT 190 AT A POINT 990.94 FEET NORTHEASTERLY OF THE SOUTHWESTERLY CORNER OF SAID LOT 190 THENCE NORTHEASTERLY AT AN ANGLE OF 156°10'30" WITH SAID SOUTHEASTERLY LINE 295.55 FEET THENCE NORTHEASTERLY AT AN ANGLE OF 159°40'50" WITH THE LAST DESCRIBED COURSE THROUGH A POINT IN THE SOUTHEASTERLY LINE OF LOT 191, 1310.06 FEET NORTHEASTERLY OF THE SOUTHWEST CORNER OF SAID LOT TO THE NORTH LINE OF SANITARY DISTRICT TRUSTEES' SUBDIVISION OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 22-14-200-001-0000 LOT 196 IN SANITARY DISTRICT TRUSTEES' SUBDIVISION OF SECTION 14 TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 22-14-200-003-0000 LOT 195 (EXCEPT THE ROAD) IN SANITARY DISTRICT TRUSTEES' SUBDIVISION ON SECTION 14 TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 23-05-300-001-0000 LOT 182 IN SANITARY DISTRICT TRUSTEES' SUBDIVISION OF SECTIONS 6 AND 7 TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 23-05-300-002-0000 THAT PART OF LOT 181 IN SANITARY DISTRICT TRUSTEES' SUBDIVISION OF THAT PART OF SECTIONS 6 AND 7 IN PALOS TOWNSHIP, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 23-05-302-003-0000 THAT PART OF LOT 181 IN SANITARY DISTRICT TRUSTEES' SUBDIVISION OF THAT PART OF SECTIONS 6 AND 7 IN LYONS TOWNSHIP, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 23-05-401-002-0000 THAT PART OF LOT 178 IN SANITARY DISTRICT TRUSTEES' SUBDIVISION OF THAT PART OF SECTION 6 LYING IN PALOS TOWNSHIP, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 23-05-401-003-0000 THAT PART OF LOT 178 IN SANITARY DISTRICT TRUSTEES' SUBDIVISION OF THAT PART OF SECTION 6 LYING IN LYONS TOWNSHIP, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 23-05-401-005-0000 THAT PART OF LOT 179 IN SANITARY DISTRICT TRUSTEES' SUBDIVISION OF THAT PART OF SECTION 6 LYING IN LYONS TOWNSHIP, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 23-06-401-014-0000 THE SOUTHWESTERLY PART OF LOT 179 BEING 1050 FEET ON THE NORTHWESTERLY LINE AND 1350 FEET ON THE SOUTHEASTERLY LINE IN SANITARY DISTRICT TRUSTEES' SUBDIVISION OF THAT PART OF SECTION 6 IN PALOS TOWNSHIP, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 23-06-401-015-0000 THAT PART OF LOT 179 (EXCEPT THE SOUTHWESTERLY PART BEING 1050 FEET ON THE NORTHWESTERLY LINE AND 1350 FEET ON THE SOUTHEASTERLY LINE) OF SANITARY DISTRICT TRUSTEES' SUBDIVISION IN THAT PART

OF SECTION 6 IN PALOS TOWNSHIP, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 23-07-100-002-0000 LOT 183 IN SANITARY DISTRICT TRUSTEES' SUBDIVISION IN SECTIONS 6 AND 7 IN PALOS TOWNSHIP, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. THAT PART OF THE SANITARY DRAINAGE AND SHIP CANAL LYING IN SECTIONS 11, 12 AND 13, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. THAT PART OF THE SANITARY DRAINAGE AND SHIP CANAL LYING IN SECTIONS 6 AND 7, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. THAT PART OF THE ILLINOIS AND MICHIGAN CANAL LYING IN SECTIONS 11, 12 AND 13, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. THAT PART OF THE ILLINOIS AND MICHIGAN CANAL LYING IN SECTIONS 6 AND 7, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. THAT PART OF ARCHER AVENUE LYING SOUTHERLY OF AND ADJACENT TO THAT PART OF LOT 2 (EXCEPT THE ABANDONED RIGHT OF WAY OF THE C & D RAILROAD) LYING EAST OF A LINE HAVING AN ANGLE OF 81.7 EAST TO SOUTH WITH THE SOUTHERLY RIGHT OF WAY LINE OF THE C & A RAILROAD WHICH INTERSECTS A POINT ON THE SOUTHERLY LINE OF THE RAILROAD 1216.25 FEET SOUTHWESTERLY OF THE EAST LINE AND LYING NORTH OF THE CENTER OF ARCHER ROAD AND LYING SOUTH OF THE C&A RAILROAD IN COUNTY CLERK'S DIVISION OF FRACTIONAL SECTION 12, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS SOUTH OF THE DES PLAINES RIVER, EXCEPTING THEREFROM ANY AND ALL PARTS PREVIOUSLY ANNEXED TO THE VILLAGE OF WILLOW SPRINGS, ILLINOIS. BY OPERATION OF LAW, THE NEW VILLAGE BOUNDARY EXTENDS TO THE FAR SIDE OF THE HIGHWAY OR STREET WHICH IS ADJACENT TO THE PROPERTY BEING ANNEXED (UNLESS SAID HIGHWAY OR STREET HAS BEEN PREVIOUSLY ANNEXED TO ANOTHER MUNICIPALITY). 65 ILCS 5/7-1-1 An accurate map of the subject property proposed to be annexed to the Village and the form of the proposed annexation agreement are on file with the Village Clerk. You are further notified that the proposed annexation agreement may be changed, altered, modified, amended, or redrafted in its entirety after the public hearing. All interested parties are invited to attend the public hearing and will be given an opportunity to be heard. By order of the Corporate Authorities of the Village of Willow Springs, Cook County, Illinois. /s/ Adena Baskovich Village Clerk, Adena Baskovich
409677 9/26/2012

EXHIBIT D
ORDER



District Home

Legislation

Calendar

Board of Commissioners

Departments

People

Share RSS

Details

Reports

File #: 12-0850 Version: 1

Type: Agenda Item Status: Adopted

File created: 5/30/2012 In control: [Real Estate Development Committee](#)

On agenda: 6/7/2012 Final action: 6/7/2012

Title: Authority to execute Petition for Annexation and enter into annexation agreement with the Village of Willow Springs for the annexation of approximately 320 acres of District land into the Village of Willow Springs.

Attachments: [06-07-12 Willow Springs.pdf](#)

History (2)

Text

TRANSMITTAL LETTER FOR BOARD MEETING OF JUNE 7, 2012

COMMITTEE ON REAL ESTATE

Mr. David St. Pierre, Executive Director

Title
Authority to execute Petition for Annexation and enter into annexation agreement with the Village of Willow Springs for the annexation of approximately 320 acres of District land into the Village of Willow Springs.

Body

Dear Sir:

The Village of Willow Springs ("Willow Springs") has requested the District's cooperation and consent in having an approximately 320 acre unincorporated area of District real estate annexed into Willow Springs' corporate boundaries.

Willow Springs has represented that it has adopted an ordinance authorizing the annexation of the unincorporated portions of the site into its boundaries. Any annexation agreement entered into will require that Willow Springs bear responsibility for all costs and expenses associated with the annexation process and that the District will not bear any new monetary or other liability associated with the entering into or implementation of the annexation agreement.

It is requested that the Executive Director recommend to the Board of Commissioners that it authorize the District to execute a Petition for Annexation and enter into an Annexation Agreement with the Village of Willow Springs for the annexation of approximately 320 acres of District land into the Village of Willow Springs.

It is further requested that the Executive Director recommend to the Board of Commissioners that it authorize and direct the Chairman of the Committee on Finance and the Clerk to execute the Petition for Annexation, the Annexation Agreement and any other related documents after they are approved by the General Counsel as to form and legality.

Requested, Ronald M. Hill, General Counsel, RMH:SM:rg

Recommended, David St. Pierre, Executive Director

Respectfully submitted, Terrence J. O'Brien, Chairman Committee on Real Estate Development

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for June 7, 2012

Attachment

APPROVED AS TO FORM AND LEGALITY:

Susan MacKay
Head Assistant Attorney

Donald M. Hill
General Counsel

APPROVED AS TO PLAT AND LEGAL DESCRIPTION:

John Kevin Flynn
Engineer of Sewer Design

William Aliff
Assistant Director of Engineering

Catherine L. O'Connor
Director of Engineering

APPROVED:

Del J.P. [Signature]
Executive Director

RECEIVED:

Fee N/A

Insurance [Signature]

Bond [Signature]