

ORDINANCE NO. 97-26

AN ORDINANCE OF THE VILLAGE
OF VERNON HILLS, LAKE
COUNTY, ILLINOIS,
AUTHORIZING THE APPROVAL
AND PASSAGE OF THE THIRD
AMENDMENT TO THE
HAWTHORN PROPERTIES
ANNEXATION AGREEMENT (AT
THE CUNEO ESTATE).

COPY

SEP - 3 1997

Whereas, on November 15, 1988, the Village of Vernon Hills ("Village") entered into an Annexation Agreement between the Village and the owners of the annexed land for the Hawthorn Properties (Cuneo Estate) providing for the annexation of 1,174 acres of land, which agreement has been recorded with the Recorder of Deeds in Lake County, Illinois as Document No. 2741018 dated November 16, 1988; and

Whereas, at the time of the execution of the original Annexation Agreement, although a museum was contemplated upon part of Parcel 4 (as defined in the Annexation Agreement), said museum was not established, but since 1991, the museum property has been operating under the name Cuneo Museum and Gardens ("Cuneo Museum"); and

Whereas, the Annexation Agreement allowed for the continued use and rebuilding of existing residential structures which serve to house the individuals necessary to operate the museum grounds; and

Whereas, it has now been determined that it is more desirable to relocate and replace this housing; and

Whereas, the Village regards the Cuneo Museum as a cultural amenity of benefit to the citizens of the Village, and which it desires to promote and preserve; and

Whereas, the Village has determined that it is in the best interests of its citizens and the public welfare to enter into a Third Amendment to the Annexation Agreement; and

Whereas, the Third Amendment to the Annexation Agreement has no force or effect with respect to any other portion of the annexed land other than the Cuneo Museum and Gardens portion; and

Whereas, pursuant to Section 11-15.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1 et seq. a proposed amendment to the Annexation Agreement was submitted to the Corporate Authorities of the Village, and pursuant to notice published as provided by statute, a public hearing was held thereon, on May 20, 1997.

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS AS FOLLOWS:

SECTION I. The Third Amendment to the Annexation Agreement is attached as Exhibit A and clarifies and expands the permitted uses for the Cuneo Museum and Gardens.

SECTION II. The Board of Trustees of the Village of Vernon Hills hereby authorizes the President of Village to execute the Third Amendment to the Annexation Agreement entered into May 20, 1997.

SECTION III. The Village Clerk is hereby instructed to record this Ordinance and the The Amendment to the Annexation Agreement with the Lake County Recorder of Deeds.

SECTION IV. SEVERABILITY. In the event that any section, clause, provision, or part of this ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect. If any part of this ordinance is found to be invalid in any one or more of its several applications, all valid applications that are severable from the invalid applications shall remain in effect.

SECTION V. REPEAL AND SAVINGS CLAUSE. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions or causes of action which shall have accrued to the Village of Vernon Hills prior to the effective date of this ordinance.

SECTION VI. PUBLICATION. This ordinance shall be published in pamphlet form in the manner provided by law.

SECTION VI. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

SECTION VII. ORDINANCE NUMBER. This ordinance shall be known as Ordinance Number 97-26.

Adopted by roll call vote as follows:

AYES: Black, Cashman, Emery, Hebda, Koch

NAYS: None

ABSENT AND NOT VOTING: Emery

ABSTAIN: None



Village President

PASSED: 5/20/97

APPROVED: 5/20/97

PUBLISHED IN PAMPHLET FORM: 7/23/97

ATTEST:



Village Clerk

THIRD AMENDMENT TO ANNEXATION AGREEMENT

This Third Amendment to Annexation Agreement ("Third Amendment") is made and entered into as of this 20 day of MAY, 1997 by and between the VILLAGE OF VERNON HILLS, an Illinois Municipal corporation (the "Village") and THE CUNEO FOUNDATION, an Illinois not-for-profit corporation (the "Foundation").

R E C I T A L S

1. As of November 15, 1988, approximately 1,174 acres of land (the "Annexed Land") were annexed into the Village pursuant to an Annexation Agreement bearing that date which was entered into between the Village and the owners of the Annexed Land (the "Original Annexation Agreement"), which agreement, and the ordinance authorizing same, have been recorded with the Recorder of Deeds for Lake County, Illinois as Documents 2741018 and 3881825. The Annexed Land included the tract described on Exhibit A hereto (the "Museum Parcel").

2. Heretofore, as of June 7, 1996, a "First Amendment To Annexation Agreement" bearing that date was entered into between the Village and the owners and developers of those portions of the Annexed Land other than the Museum Parcel. As of September 3, 1996, a "Second Amendment To Annexation Agreement" bearing that date was entered into between the Village and the Foundation.

3. This Third Amendment is entered into between the Village and the Foundation with respect to the Museum Parcel which presently is owned by the Foundation. This Third Amendment shall

have no force or effect with respect to any other portion of the Annexed Land.

4. When the Original Annexation Agreement was executed there existed upon the Real Estate (a) a single family dwelling unit building; and (b) a building which accommodated three separate apartments, each of which apartments was a separate dwelling unit. Those two buildings then were, and now still are, located immediately to the west of the Museum Parcel. At the time the Original Annexation Agreement was executed, and continuing to this date, those two buildings (the "Workers' Quarters") housed persons who worked upon the Museum Parcel and, where applicable, their respective families.

5. The Original Annexation Agreement, specifically including Article X thereof, provided: (a) that all structures and improvements situated upon the Real Estate could be maintained, renovated and remodeled for their then existing uses and for expanded uses; and (b) that non-compliance with codes, ordinances and regulations of the Village would be waived as to such structures and improvements.

6. The manner in which The Cuneo Museum and Gardens is operated upon the Museum Parcel, including the need for 24-hour security and emergency service, requires that certain workers must reside upon the Museum Parcel. The Foundation previously has made known the possibility that the Workers' Quarters might be re-located to the Museum Parcel. Village Ordinance 95-30,

specifically including Section 3E thereof, expressly recognized the possibility that certain dwelling units might be re-located.

7. To permit the continued orderly development of the Gregg's Landing project, it is essential that the Workers' Quarters be removed from their present location.

8. After careful study, the Foundation has concluded that it would be impractical and unduly expensive to re-locate the Workers' Quarters. It has suggested that, in lieu of such re-location, it be permitted to place three mobile homes (the "Substitute Quarters") within the Museum Parcel subject to terms and conditions hereinafter set forth. It has suggested, and the Village agrees, that the development of the proposed Substitute Quarters, subject to terms and conditions stated below would be safer, more aesthetically pleasing, and more in the public interest than if the Workers' Quarters were re-located as permitted by the Original Annexation Agreement and the ordinance referenced above.

9. Pursuant to Section 11-15.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1 et seq., a proposed amendment to the Original Annexation Agreement, in substance and form the same or substantially similar to this Third Amendment, was submitted to the Corporate Authorities of the Village, and pursuant to notice published as provided by statute, a public hearing was held thereon on MAY 20, 1997.

NOW, THEREFORE, for and in consideration of the foregoing recitals, and for other good and valuable consideration, the

Village and the Foundation to hereby agree as hereinafter set forth.

AGREEMENT

10. The foregoing recitals are true and correct and are hereby incorporated into this Third Amendment.

11. Any word or term having a defined meaning for purposes of the Original Annexation Agreement shall have the same meaning for purposes of this Third Amendment.

12. The Village agrees that, subject to all of the terms and conditions hereinafter set forth, for the remaining term of the Original Annexation Agreement the Substitute Quarters may be situated upon the Museum Parcel within the area bounded on the north by the existing Carriage Museum structure, bounded on the south by the existing Greenhouse structure and bounded on the west by a fence separating the Museum Parcel from the Gregg's Landing development.

13. The Substitute Quarters shall consist of no more than three separate residential dwelling units. Each of those three units may be occupied only by a person employed by the Foundation and actively working upon the Museum Parcel and, if applicable, the immediate family of that person. No rent may be charged for any of the three units, and none of them shall be leased.

14. Each dwelling unit within the Substitute Quarters must be of such size, type and quality as may be approved by the Village Manager, and the area occupied by the Substitute Quarters

must be appropriately landscaped to the satisfaction of the Village Manager.


15. The Substitute Quarters must be appropriately screened from the Gregg's Landing residential development to the satisfaction of the Village Manager.

16. As permitted by the Original Annexation Agreement, specifically including Article XIV thereof, the Substitute Quarters may be served by existing septic tanks and septic fields, and by water wells, service lines and storage facilities situated upon the Real Estate.

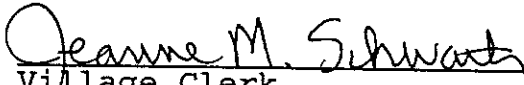
17. Except as otherwise provided herein, all terms and conditions of the Original Annexation Agreement, as heretofore amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be executed as of the date first above written.

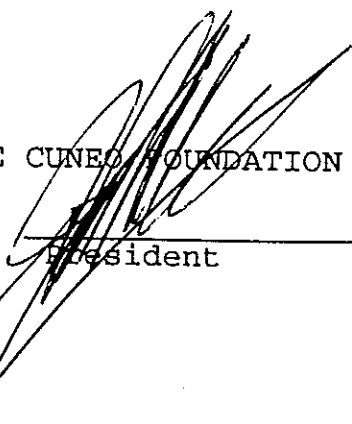
THE VILLAGE OF VERNON HILLS

By: 
Roger L. Byne
Village President

ATTEST:


Jeanne M. Schwartz
Village Clerk

THE CUNEO FOUNDATION

By: 
President