



VILLAGE PRESIDENT

JEFFERY J. PRUYN

VILLAGE CLERK

JODY A. CONIDI

VILLAGE ADMINISTRATOR

CARIE ANNE ERGO

VILLAGE TRUSTEES

JEFF AIANI

BRENDAN DALY

DINO GAVANES

ELLEN LEAHY

FRANK J. MADARAS

PATRICK POWERS

MEMORANDUM

TO: Village Administrator
FROM: Sam Shore, Planning & Zoning Coordinator
DATE: February 28, 2024
SUBJECT: Approval of the Request for Annexation and Map Amendment from R-1, Single-Family Residence District to O-R, Office Research District, and Annexation, for the properties located at as 19W132, 19W116, 19W106, 19W099, 19W071, 19W070, 19W048, 10W031, 19W030, 19W011, 19W010, and Parcel 03-05-203-010 (vacant) Marino Ct., Itasca, IL 60143 in addition to the Marino Court right-of-way

RECOMMENDED MOTION: Move to Approve the Request for Annexation and Map Amendment from R-1, Single-Family Residence District to O-R, Office Research District, and Annexation, for the properties located at as 19W132, 19W116, 19W106, 19W099, 19W071, 19W070, 19W048, 10W031, 19W030, 19W011, 19W010, and Parcel 03-05-203-010 (vacant) Marino Ct., Itasca, IL 60143 in addition to the Marino Court right-of-way.

INTRODUCTION

NTT Global Data Centers CH4, LLC, Petitioner and Owner, is requesting annexation of the subject properties, currently developed as a residential neighborhood, into the Village of Itasca pursuant to a pre-annexation agreement between the Village and a previous party to the agreement, ML Realty Partners. Upon annexation, the property is to be rezoned O-R Office Research District in accordance with the terms of the pre-annexation agreement.

DISCUSSION

On December 19, 2023, the Village approved a pre-annexation agreement between the Village of Itasca and ML Realty Partners regarding the subject property. Although the initial submission included a proposed speculative industrial building, the site-specific elements were withdrawn and instead focused on the intent to annex subject to O-R Office Research District zoning.

Pursuant to the allowances of the pre-annexation agreement, the agreement was reassigned from ML Realty Partners to NTT Global Data Centers CH4, LLC. This LLC is associated with the same company that has been developing the data center campus in the nearby Hamilton Lakes Business Park. It is anticipated that a development application to expand the data center campus to the subject property is forthcoming.

FISCAL IMPACT

The annexation would increase the property tax base for the Village, and additional taxable value is anticipated, dependent on the future submittal and approval of future development.

STAFF RECOMMENDATION

Staff recommends the item be forwarded to the Village Board on March 5, 2024, for consideration and approval.

AFTER ACTION STEPS

If the Annexation and Map Amendment requests are ultimately approved by the Village Board, the Petitioner will then begin working on resubdivision, vacation of the Marino Court right-of-way, and application for future development.

ATTACHMENTS

1. Annexation Petition
2. Recorded Pre-annexation Agreement
3. Recorded Memorandum of Assignment
4. Village Staff Report Regarding Pre-annexation

STATE OF ILLINOIS)
)
DUPAGE COUNTY)

SS

ATTACHMENT 1

PETITION FOR ANNEXATION

TO: VILLAGE CLERK
VILLAGE OF ITASCA
DUPAGE COUNTY, ILLINOIS

Pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, NTT Global Data Centers CH4, LLC (the “*Petitioner*”) hereby petitions the Village of Itasca to annex within its corporate limits the real estate legally described on Exhibit A attached hereto (the “*Territory*”) in DuPage County, Illinois, subject to that certain Pre-Annexation Agreement Between the Village of Itasca and ML Realty Partners dated December 19, 2023 (the “*Pre-Annexation Agreement*”) pertaining to the Territory. On January 26, 2024, the Village President approved the assignment of the Pre-Annexation Agreement from ML Realty Partners to the Petitioner. This Petition is submitted for the purpose of authorizing the Village of Itasca to enact an ordinance annexing the Territory in the manner provided by 65 ILCS 5/7-1-8.

The Petitioner certifies to the Village of Itasca the following under oath:

1. That the Petitioner is the sole owner of record of all land (except public rights-of-way) within the Territory.
2. That the undersigned “*Electors*,” listed on the “Acknowledgments of Electors” attached hereto, constitute at least 51% of the electors residing within the Territory as of the date hereof, and the Electors join in this petition.
3. That the Territory is not within the corporate limits of any municipality.
4. That the Territory is contiguous with the current corporate limits of the Village of Itasca.
5. That the Petitioner has filed with the Village of Itasca, or will file prior to final approval and recordation of an ordinance annexing the Territory, an accurate plat of annexation for the Territory.
6. That the foregoing statements of fact are true to the best of Petitioner’s knowledge and information.

PETITIONER RESPECTFULLY REQUESTS:

1. That the above-described Territory be annexed to the Village of Itasca by ordinance duly adopted by the President and Board of Trustees of the Village of Itasca pursuant to 65 ILCS 5/7-1-8 and subject to the Pre-Annexation Agreement.
2. That such other action be taken as is appropriate.

Dated this _____ day of _____, 2024.

ACKNOWLEDGMENT OF PETITIONER

STATE OF California)
) SS
COUNTY OF EL Dorado)

The undersigned, by and on behalf of Petitioner, being first duly sworn upon oath, deposes and states that they are authorized to execute this Petition on behalf of the Petitioner identified below; that they have subscribed to the foregoing Petition for Annexation and have read the same before signing, and the statements made therein are true and correct to the best of Petitioner's knowledge and information.

PETITIONER:

NTT GLOBAL DATA CENTERS CH4, LLC,
a Delaware limited liability company

By: 

Its: Manager

Given under my hand and notarial seal, this _____ day of See attached California Acknowledgment.

Notary Public

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of El Dorado

On February 20, 2024 before me, Shelley J. O'Mary, Notary Public
(insert name and title of the officer)

personally appeared Douglas Adams
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



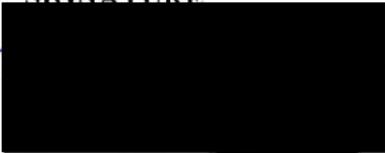
EXHIBIT A: LEGAL DESCRIPTION OF TERRITORY

LOTS 1 THROUGH 12, INCLUSIVE, IN ARLINGTON ACRES, BEING A RESUBDIVISION IN SECTION 5, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 2, 1977 AS DOCUMENT R77-111150, IN DUPAGE COUNTY, ILLINOIS.

ACKNOWLEDGEMENT OF ELECTORS

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

The undersigneds, each being first duly sworn upon his or her separate oath, deposes and states that he or she is an elector who resides within the Territory proposed to be annexed; that he or she has subscribed to the foregoing Petition for Annexation and has read the same before signing, and the statements made therein are true and correct to the best of his or her knowledge and information; and that he or she joins in said Petition for Annexation.

SIGNATURE	PRINT NAME	ADDRESS
	Theresa A. Camp	19W070 Marino Court, Itasca
_____	_____	_____
_____	_____	_____
_____	_____	_____

Given under my hand and notarial seal, this 18 day of January, 2024.



ACKNOWLEDGEMENT OF ELECTORS

STATE OF ILLINOIS)
) SS
COUNTY OF DUONGE)

The undersigneds, each being first duly sworn upon his or her separate oath, deposes and states that he or she is an elector who resides within the Territory proposed to be annexed; that he or she has subscribed to the foregoing Petition for Annexation and has read the same before signing, and the statements made therein are true and correct to the best of his or her knowledge and information; and that he or she joins in said Petition for Annexation.

SIGNATURE	PRINT NAME	ADDRESS
	<u>LUCAS F. ANDERSON</u>	<u>19W132 MARINO CT</u>
	<u>JENNIFER A ANDERSON</u>	<u>19W132 MARINO CT</u>
_____	_____	_____
_____	_____	_____

Given under my hand and notarial seal, this 18 day of January, 2024.



ACKNOWLEDGEMENT OF ELECTORS

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

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SIGNATURE	PRINT NAME	ADDRESS
X 	<u>DALENE C. DOMAN</u>	<u>19W031 MARINO CT, ITASCA</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Given under my hand and notarial seal, this 19 day of JANUARY, 2024.



ACKNOWLEDGEMENT OF ELECTORS

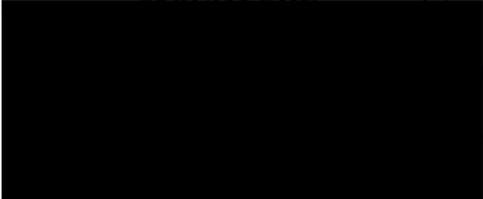
STATE OF ILLINOIS)
) SS
COUNTY OF DUKE)

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SIGNATURE

PRINT NAME

ADDRESS



GARY A. JACOBSEN

19W030 MARINO CT

MARY J. JACOBSEN

19W030 MARINO CT

Given under my hand and notarial seal, this 19 day of JANUARY, 2024.



ACKNOWLEDGEMENT OF ELECTORS

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

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SIGNATURE

PRINT NAME

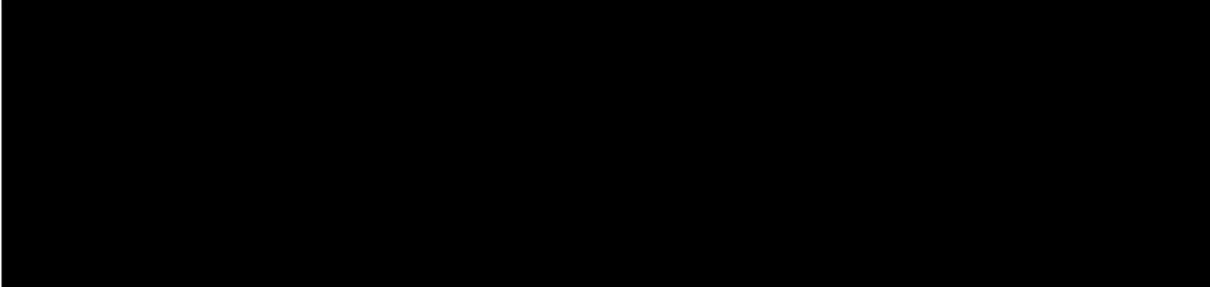
ADDRESS



PATRICIA SCHRAUTENYER 19W106 MARINOC.T.
ITASCA, IL 60143

ALBERT SCHRAUTENYER, JR 19W106 MARINOC.T.
ITASCA, IL 60143

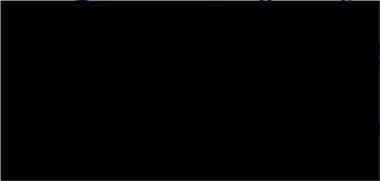
Given under my hand and notarial seal, this 18 day of January, 2024.



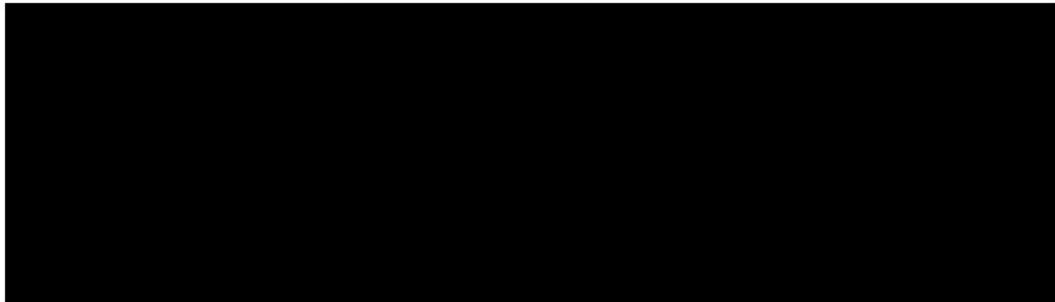
ACKNOWLEDGEMENT OF ELECTORS

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

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SIGNATURE	PRINT NAME	ADDRESS
	<u>Thomas Milewski</u>	<u>19W071 Marino Court, Itasca</u>
	<u>Marzena Rosinska</u>	<u>19W071 Marino Court, Itasca</u>

Given under my hand and notarial seal, this 19 day of January, 2024.



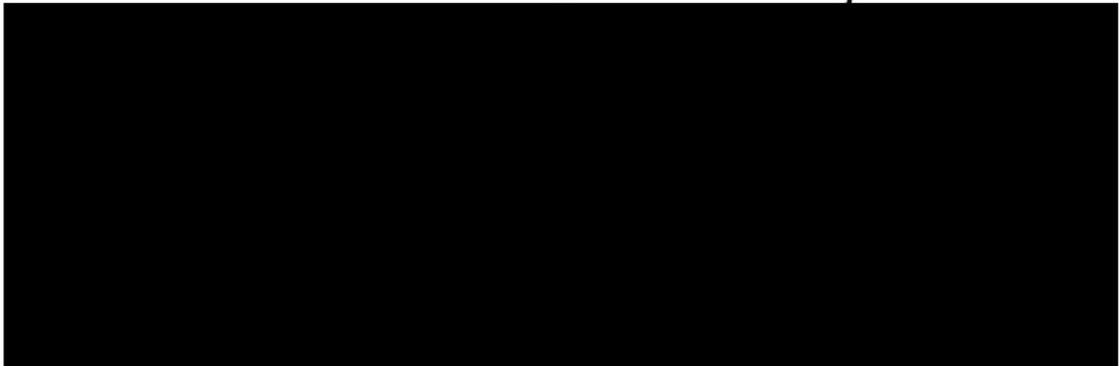
ACKNOWLEDGEMENT OF ELECTORS

STATE OF ILLINOIS)
) SS
COUNTY OF DuPage)

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SIGNATURE	PRINT NAME	ADDRESS
	MAELVIN ANAYUN	LOT 10 MARINO CT, ITOSCA
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Given under my hand and notarial seal, this 19 day of January, 2024.



ACKNOWLEDGEMENT OF ELECTORS

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

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SIGNATURE

PRINT NAME

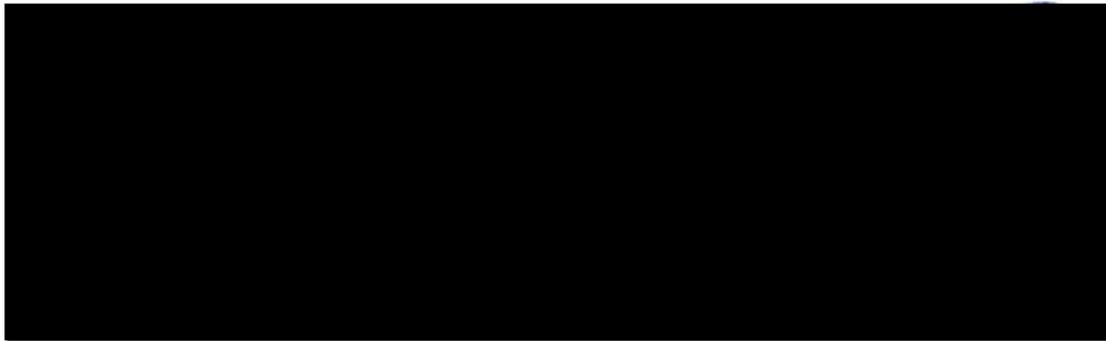
ADDRESS



Eva D. Sledz

19W011 Marino Court, Itasca

Given under my hand and notarial seal, this 19 day of January, 2024.



ACKNOWLEDGEMENT OF ELECTORS

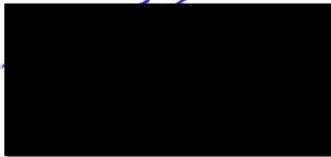
STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

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SIGNATURE

PRINT NAME

ADDRESS



Michelle Ji Hyun Lee

19W116 Marino Court, Itasca

Jin Ku Lee

19W116 Marino Court, Itasca

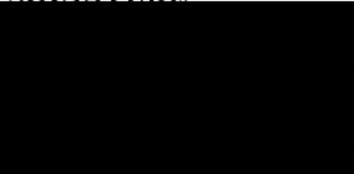
Given under my hand and notarial seal, this 19 day of January, 2024.



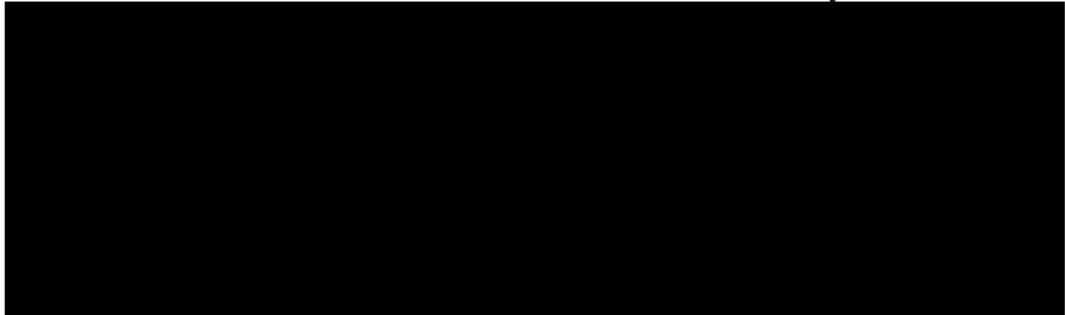
ACKNOWLEDGEMENT OF ELECTORS

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

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SIGNATURE	PRINT NAME	ADDRESS
	DENNIS E CARLSON	19W048 MARINO CT ITASCA,
	MARILYN J CARLSON	19W048 MARINO CT ITASCA, IL

Given under my hand and notarial seal, this 19 day of January, 2024.



ACKNOWLEDGEMENT OF ELECTORS

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

The undersigneds, each being first duly sworn upon his or her separate oath, deposes and states that he or she is an elector who resides within the Territory proposed to be annexed; that he or she has subscribed to the foregoing Petition for Annexation and has read the same before signing, and the statements made therein are true and correct to the best of his or her knowledge and information; and that he or she joins in said Petition for Annexation.

SIGNATURE

PRINT NAME

ADDRESS



Norman L. Parks

19W010 MARION CT, ITASCA

See

LINDA MAE PARKS

19W010 MARION CT, ITASCA

Given under my hand and notarial seal, this 18 day of January, 2024.



ATTACHMENT 2

KATHLEEN V. CARRIER
RECORDER
DUPAGE COUNTY, IL
02/08/2024 08:26 AM
RHSP
DOC NO. R2024-006854

CA23-95802-ESCRW
1/14

PRE-ANNEXATION AGREEMENT BETWEEN
THE VILLAGE OF ITASCA AND ML REALTY PARTNERS

THIS Pre-Annexation Agreement is made and entered into this 8TH day of December 2023 ("Effective Date"), between the VILLAGE OF ITASCA, an Illinois municipal corporation ("Village") by and through its Mayor and Board of Trustees (collectively, "Corporate Authorities"), and ML REALTY PARTNERS, an Illinois limited liability company and its assigns ("Developer") (collectively, "Parties").

RECITALS

WHEREAS, the Developer is under contract to purchase the parcels of real property, commonly known as: 19W132, 19W116, 19W106, 19W099, 19W071, 19W070, 19W048, 10W031, 19W030, 19W011, 19W010 Marino Court, Itasca, Illinois 60143, and Parcel 03-05-203-010 (vacant) on Marino Court, Itasca, Illinois 60143 ("Project Area"). The Project Area is legally described on Exhibit A and each of the twelve (12) parcels is illustrated on Boundaries and Topographic Survey, marked as Exhibit B, which are attached hereto; and,

WHEREAS, the Project Area has not been annexed to any municipality; and

WHEREAS, a portion of the Project Area adjoins, abuts, and is contiguous to a certain public right-of-way known as Marino Court, dedicated for public purposes under that certain Arlington Acres Plat of Subdivision recorded as Document No. R1977-111150 in DuPage County, which right-of-way has not been annexed to any municipality; and

WHEREAS, the Project Area and Marino Court, as shown on the Plat of Annexation attached hereto as Exhibit C and made a part hereof, are sometimes referred to herein collectively as the "Subject Property"; and

WHEREAS, the Subject Property constitutes territory that is contiguous to the Village, is eligible to be annexed to the Village, is not subject to any boundary agreement to which the Village is a party, and may be annexed to the Village, as provided under §7-1-1, et seq., of the Illinois Municipal Code (65 ILCS 5/7-1-1 et seq.); and

WHEREAS, the Project Area is currently Zoned R-2 Single-Family Residence District in unincorporated DuPage County, and the area of the Subject Property is approximately 613,968 sq. ft. (14.9 acres); and

WHEREAS, the Project Area is currently surrounded on several sides by, and is contiguous to, Village of Itasca property that is zoned O-R Office Research District to the south and occupied by office buildings, B-3 Service Business District to the southwest, occupied by a bank, and O-R Office Research District to the west and occupied by office buildings in Hamilton Lakes Business Park; and

WHEREAS, the Project Area is adjacent to and abuts the City of Wood Dale to the east, which is zoned R-1 Estate Residential and is occupied by a Wood Dale Park District golf course; and

WHEREAS, subject to the Developer acquiring title to the entire Project Area, the Developer desires to have the Subject Property annexed to the Village on the terms and conditions provided herein; and

WHEREAS, the Corporate Authorities, after due and careful consideration, have concluded that the annexation of the Subject Property to the Village under the terms and conditions of this Agreement will enable the Village to control development of the area, permit the sound planning and development of the Village, and otherwise enhance and promote the health, safety and general welfare of the Village; and,

WHEREAS, pursuant to the provisions of the Village Code and applicable provisions of the Illinois Compiled Statutes and Illinois Constitution, the Corporate Authorities of the Village conducted a public hearing regarding this proposed Pre-Annexation Agreement on December 5, 2023 pursuant to notices duly provided in accordance with ordinance and statute; and

WHEREAS, by a two-thirds vote of the Corporate Authorities then holding office, the Village has approved this Agreement and authorized the Village President and Village Clerk to execute and attest this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing preambles and mutual covenants and agreements contained herein, the Parties hereto agree as follows:

1. **Incorporation of Recitals and Exhibits.** The above recitals and the exhibits referenced herein are incorporated into this Agreement as if fully set forth herein.
2. **Compliance with Applicable Laws.** The Parties enter into this Agreement pursuant to and in accordance with the provisions of 65 ILCS 5/11-15.1-1, et seq., and §6.04 and §14.10 of the Village Zoning Ordinance, and other applicable provisions of the Village Code and applicable provisions of the Illinois Compiled Statutes and the Illinois Constitution.
3. **Developer's Obligation to Inform Village of Closing.** Within 10 days of closing on properties in the Project Area, the Developer must inform the Village in writing, pursuant to Paragraph 20 below.
4. **Petition to Annex.** Within 30 days after Developer acquires title to all of the properties within the Project Area, Developer will file with the Village Clerk a proper petition for annexation of the Subject Property to the Village pursuant to Section 7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8), conditioned on the terms of this Agreement (the "Annexation Petition"). Developer will pay all fees and deposits required for such annexation. In the event that Developer has not acquired title to all of the land within the Project Area within twenty-four months after the Effective Date of this Agreement, then Developer may terminate this Agreement by written notice to the Village. Additionally, this Agreement in its entirety, together with the aforesaid Petition for Annexation, shall be null, void, and of no effect, and Developer shall be entitled immediately to disconnect the Subject Property from the Village, if the Subject Property is not validly zoned and classified upon annexation consistent with the Rezoning Ordinance (as defined below) attached hereto as Exhibit D.

5. **Annexation Ordinance and Plats.** Together with the Annexation Petition, Developer will file with the Village Clerk a preliminary Plat of Annexation of the Subject Property (the "Annexation Plat"). The Annexation Plat shall be substantially in the form of Exhibit C, attached hereto and made a part hereof. Within 30 days after Developer's filing of a proper and complete Annexation Petition and Annexation Plat, the Corporate Authorities shall enact an ordinance annexing the Subject Property to the Village ("Annexation Ordinance"), which ordinance shall attach the Annexation Plat and shall be effective immediately upon its passage. Developer will provide the Village with original executed copies of the Plat. Village will cause the Plat of Annexation to be executed by the Mayor and Village Clerk, and the Developer shall record the Annexation Ordinance and the Plat of Annexation with the DuPage County Recorder at the Developer's expense and provide a copy of the recordation to the Village.

6. **Zoning Map Amendment.** Developer has submitted applications for Zoning Map Amendments for each property within the proposed Project Area requesting that the entire Subject Property be rezoned from R-1, Single-Family Residence Zoning District to O-R Office Research Zoning District upon annexation to the Village. The Itasca Plan Commission held public hearings on the applications on October 17, 2023. On October 17, 2023, the Plan Commission recommended approval of the rezoning to O-R Office Research Zoning District upon annexation of the Subject Property to the Village. Prior to the date of this Agreement, such public hearings as are necessary to enable the Village lawfully to grant said zoning classification as to the Subject Property have been conducted upon proper notice, and no further notice or hearings need be taken by the Developer to cause the Subject Property to be rezoned as O-R Office Research Zoning District once it is annexed to the Village.

7. **Rezoning; Continuation of Existing Uses.** Immediately upon passage of the Annexation Ordinance, the Corporate Authorities shall adopt an ordinance in substantially the form of Exhibit D, attached hereto and incorporated herein, (the "Rezoning Ordinance") repealing the automatic R-1, Single Family Residence Zoning District designation of the Subject Property and rezoning the Subject Property into the O-R Office Research Zoning District under the provisions of the Village's Zoning Ordinance. The Subject Property thereafter shall cease being zoned by DuPage County as R-2, Single-Family Residence District and shall then be zoned in the Village's O-R Office Research Zoning District. The Subject Property's O-R Zoning District classification shall not lapse or expire because of any failure of any condition to manifest under this Agreement. The Subject Property shall not be rezoned to any district other than O-R Office Research Zoning District during the term of this Agreement without prior written consent of the then-owner of the Subject Property, or relevant portion thereof. Upon being rezoned into the O-R Office Research Zoning District, the Subject Property may be used and improved either: (i) in accordance with the terms of the Village Zoning Ordinances in effect as of the Effective Date applicable within the O-R Office Research Zoning District, (ii) as set forth in any additional zoning approvals or changes that may be requested by the Developer and approved by the Village from time to time, and (iii) for its existing single-family residential uses, which shall be allowed to continue after annexation as legal non-conforming uses notwithstanding any contrary provisions in the Village Zoning Ordinance governing non-conforming uses of land and structures. The Village agrees that the Developer shall not be required to make any public improvements in order to maintain the existing single-family residential uses on the Subject Property.

8. **Site Plans and Development Approvals.** During the term of this Agreement, the Developer shall be entitled to file such applications as Developer may deem appropriate for development and use of the Subject Property (including, without limitation, requests for approval of special uses or planned developments or other zoning relief, plats of resubdivision or other subdivision relief, and conceptual site plans, Class I site plans, engineering plans and other plans and drawings used for future development of the Subject Property) consistent with this Agreement and those provisions of the Village Zoning Ordinance that are consistent with this Agreement, along with the DuPage Stormwater Ordinance, and all other applicable provisions of the Village Code, as well as state and federal law. The Village shall promptly review and consider approval of all such applications in accordance with applicable laws and ordinances and consistent with the terms of this Agreement.

9. **Development/Construction Standards.** Any future development of or construction on the Subject Property after its annexation shall be in full compliance with all currently existing Village Zoning Ordinances, Building Codes, Development Standards and other ordinances, codes, rules and regulations of the Village pertaining to the development of the Subject Property to be annexed, except as may be specifically amended or modified pursuant to the terms of this Agreement, and as otherwise may be granted by the Corporate Authorities through appropriate processes including Special Use of a Planned Development, Class 1 Site Plan, and subdivision approval.

10. **Resubdivision and Vacation of Marino Court.** The Parties acknowledge that: (i) after annexation and subject to obtaining all required Village zoning and development approvals, Developer intends to consolidate the lots within the Subject Property into a single buildable lot for construction of a use permitted, either as a permitted use or special use, in the O-R Office Research Zoning District or the ROC Regional Office Center Zoning District; and (ii) Developer's development plan will require that the existing Marino Court right-of-way be vacated. The Village agrees that, subject to receipt of appropriate development applications from the Developer, the Village will timely (a) approve a plat of resubdivision consolidating the Subject Property into a single lot, and (b) vacate the Marino Court right-of-way to Developer at such time as the Village approves the plat of resubdivision for the Subject Property.

11. **Water and Sanitary Sewer.** Any future development on the Subject Property after its annexation shall be connected to and served by the Village's public water and sanitary sewer systems, subject to available system capacity and the Developer's payment of applicable connection, tap-on, and user fees. Following connection to the Village's systems, the Village shall provide water and sanitary sewer service to the Subject Property subject to the same usage charges and service terms and conditions that apply to other, similarly-situated properties within the Village. Notwithstanding the foregoing, the Village agrees that, for so long as the existing single-family residential uses continue on the Subject Property as permitted by Paragraph 7 above, such residences shall not be required to connect to the Village's water or sanitary sewer systems, and they shall be permitted to continue use of the existing private well and septic facilities until such time as the Subject Property is redeveloped.

12. **Annexation and Associated Fees.** Developer agrees to pay all generally applicable Village fees relating to the annexation of the Subject Property, including but not limited to the fees established by the Village for building, demolition, and annexation permits,

licenses, inspections, reviews, tap-on, water meter, recapture or connection fees imposed by the Village, which are required by Village Ordinances or Resolutions and applicable to the Subject Property. In addition, Developer agrees to reimburse the Village for all fees and costs reasonably incurred by the Village (including legal, planning consultants, engineering, and similar consultant fees) in connection with the annexation of the Subject Property or in the review, approval, or enforcement of this Agreement in the event of a default by the Developer. Developer shall make all such payments promptly upon receipt of a request from the Village for such reimbursement, with copies of the bills attached.

13. **Change In Taxing Districts.** Upon annexation, the Subject Property will be within the boundaries of, and subject to taxation by, the Village of Itasca and the Itasca Library District. The Subject Property will no longer be served by the DuPage County Sheriff's Office but rather will be served by the Village of Itasca Police Department.

14. **Non-Disconnection.** The Developer agrees that after: (i) the Subject Property is annexed, and (ii) the Corporate Authorities have approved the Rezoning Ordinance, the Developer will not petition to disconnect the Subject Property from the Village during the term of this Agreement.

15. **Recording.** This Agreement will be recorded by the Developer in the DuPage County Recorder's Office at the Developer's sole cost and a recorded copy will be provided to the Village by the Developer.

16. **Successors and Assigns.** The provisions of this Agreement shall run with the land and inure to the benefit of and be binding on the successors and assigns of the Parties and any future record owner of the Subject Property or portion thereof. Developer shall provide prompt written notice to the Village of any assignment of this Agreement and/or any conveyance of fee title to the Subject Property or portion thereof during the term of this Agreement, and the Village shall have an opportunity to meet with the new owners or assignees to review this Agreement. Notwithstanding the foregoing, the Corporate Authorities authorize the Village President or his designee to approve an assignment of this Agreement if the Village President or his designee determines, in their reasonable discretion, that: (i) the assignee will acquire title to the entire Subject Property in connection with the proposed assignment; (ii) the assignee is an experienced commercial real estate developer; and (iii) the assignee has successfully developed other commercial property within the Village.

17. **Approval.** This Agreement is not effective until its approval and execution by both Parties.

18. **Defend and Hold Harmless.** The Developer agrees to defend and hold the Village harmless from any and all actions, causes of action, claims, litigation in law or chancery, attorney's fees, and costs required to defend against efforts by anyone to set aside this Agreement or the annexation of the Subject Property as contemplated hereby.

19. **Enforcement.** This Agreement shall be enforceable in any court of competent jurisdiction by any of the Parties by an action at law or in equity to secure performance of the covenants and agreements contained herein.

20. **Notices.** Notices or other writings, which any Party is required to serve or may wish to serve upon any other Party in connection with this Agreement, shall be in writing and shall be delivered personally or sent by certified or registered mail, return receipt requested, postage prepaid, to the other Parties to this Agreement at the addresses below. A Party may update its notice information by providing notice to the other Party.

<p>If to the Developer:</p> <p>ML Realty Partners One Pierce Place, Suite 450 Itasca, IL 60143 Attn: Tim Geisler tgeisler@mlrealtypartners.com</p>	<p>If to the Village:</p> <p>Village of Itasca Attn: Village Administrator 550 W. Irving Park Road Itasca, Illinois 60143</p>
<p>With a copy to:</p> <p>Burke, Warren, MacKay & Serritella, P.C. 330 N. Wabash, 21st Floor Chicago, IL 606011 Attn: Betsy Gates-Alford bgatesalford@burkelaw.com</p>	<p>With a copy to:</p> <p>Village Attorney Hervas, Condon & Bersani, P.C. 333 Pierce Rd., Ste. 195 Itasca, Illinois 60143 ywysocki@hcbattorneys.com</p>

21. Miscellaneous.

- (a) **Conflict in Regulations.** The provisions, conditions and regulations as set forth in this Agreement and the documents or plans to which it refers shall supersede the provisions of any ordinances, codes or regulations of the Village, which may be in conflict with the provisions of this Agreement as they may apply to the Property. However, where this Agreement is silent, the Village ordinances shall apply and control.
- (b) **Amendment.** This Agreement and any exhibits attached hereto may be amended pursuant to the provisions of the Village Code, Zoning Ordinance and Illinois Municipal Code.
- (c) **Severance.** If any provision of this Agreement, or any section, sentence, clause, phrase, or word, or the application thereof in any circumstances is held invalid, the validity of the remainder of this Agreement and the application of such provisions, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby. It is expressly understood that the resultant change of zoning classification shall survive this Agreement and continue to be the zoning classification of the Subject Premises.
- (d) **Integration.** This Agreement comprises the entire agreement between the Village and Developer and is not based on any representations or statements that are not expressly and completely contained herein. Any prior

negotiations, representations, or understandings are superseded by and have been integrated into this Agreement.

- (e) Choice of Law. The validity, meaning, and effect of this Agreement will be determined in accordance with the laws of the State of Illinois. The Venue for any action under or resulting from this Agreement shall be in the Circuit Court of the Eighteenth Judicial Circuit of the State of Illinois, located in DuPage County, Illinois.
- (f) Binding Effect and Term. This Agreement shall be binding on and inure to the benefit of the parties hereto, successor owners of record of the Subject Property or any portion thereof, and the Parties' respective assignees, lessees, heirs, and any successor municipal authorities of the Village and successor municipalities for a period of twenty (20) years from the Effective Date, plus any extended time that may be agreed to by amendments to the extent permitted by law. Nothing herein shall in any way prevent the alienation, encumbrance, or sale of the Subject Property or any portion thereof, and the new owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed.
- (g) No Third-Party Beneficiary Intended. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation shall be made, or be valid, against the Village or Developer.

IN WITNESS WHEREOF, the Parties hereto have hereunder caused this Agreement to be executed as of the day and year written below.

Dated this ^{19th} day of December, 2023.

VILLAGE OF ITASCA

By: 
Mayor Jeff Pruyn, Village of Itasca

Attest: 
Village Clerk

DEVELOPER

ML REALTY PARTNERS, an Illinois
limited liability company

By: 
Its: SR. Vice President

EXHIBIT A

Legal Description

LOTS 1 THROUGH 12, BOTH INCLUSIVE, TOGETHER WITH MARINO COURT, ALL IN ARLINGTON ACRES, BEING A RESUBDIVISION IN SECTION 5, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 2, 1977 AS DOCUMENT R77-111150, IN DUPAGE COUNTY, ILLINOIS.

PINs: 03-05-203-001; -002; -003; -004; -005; -006; -007; -008; -009; -010; -011; -012

Known As:

19W132, 19W116, 19W106, 19W099, 19W071, 19W070, 19W048, 19W031, 19W030, 19W011, 19W010 MARINO COURT, ITASCA, ILLINOIS 60143 AND PARCEL 03-05-203-010 (VACANT) ON MARINO COURT, ITASCA, ILLINOIS 60143

Prepared By:

Burke, Warren, McKay & Serritella, P.C.
330 N. Wabash, 21st Floor
Chicago, IL 60611
Attn: Betsy Gates-Alford

Mail To:

ML Realty Partners
One Pierce Place, Suite 450
Itasca, IL 60143
Attn: Tim Geisler

EXHIBIT B

Boundary and Topographical Survey

EXHIBIT C

Plat of Annexation

EXHIBIT D

Rezoning Ordinance

ORDINANCE NO. _____-23

**AN ORDINANCE APPROVING A REZONING OF
MARINO COURT AREA (ML REALTY PARTNERS)**

WHEREAS, ML Realty Partners (hereinafter "Petitioner") has filed a Petition for rezoning from R-1 Single Family Residence District to O-R Office Research District for the properties at 19W132, 19W116, 19W106, 19W099, 19W071, 19W070, 19W048, 10W031, 19W030, 19W011, 19W010 Marino Court, Itasca, Illinois 60143, and Parcel 03-05-203-010 (vacant) on Marino Court in Itasca, Illinois (hereinafter "Subject Property"); and

WHEREAS, Petitioner submitted an application for rezoning, attached hereto as Exhibit A, and incorporated herein by reference; and

WHEREAS, a public hearing was held by the Itasca Plan Commission on October 18, 2023, pursuant to public notice as required by law, with respect to Petitioner's application; and

WHEREAS the Plan Commission made the following findings of fact with respect to the recommended rezoning from the R-1 District to the OR District:

1. The proposed rezoning of the Subject Property is compatible with the surrounding land uses and the general area;
2. The proposed rezoning of the Subject Property within the general area of the property in question is suitable and appropriate;
3. The suitability of the Subject Property to the uses permitted in the existing zoning classification supports the rezoning of the property;
4. The trend of development in the general area of the Subject Property supports the rezoning of the property;
5. The rezoning of the Subject Property is compatible with the official Comprehensive Plan of the Village of Itasca, adopted in October 1997, as amended;
6. The proposed rezoning is in the public interest and is not solely in the interest of the Petitioner; and,
7. The proposed rezoning of the Subject Property will correct an existing error, or changing conditions make the proposed rezoning necessary and desirable;

WHEREAS, the Village of Itasca Plan Commission voted to recommend that the Village authorities approve the proposed rezoning contained in Exhibit A;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Itasca, DuPage County, Illinois, as follows:

SECTION ONE: The corporate authorities accept the findings of fact and recommendation of the Itasca Plan Commission that the Petitioner's petition for rezoning on the Subject Property, as described in Exhibit A, be granted. The Subject Property is hereby rezoned to the OR District.

SECTION TWO: All future use and development of the Subject Property shall be in compliance with the Pre-Annexation Agreement pertaining to the Subject Property dated December 5, 2023 and all applicable Village ordinances, including but not limited to the Itasca Zoning Ordinance, unless otherwise modified by said Pre-Annexation Agreement or this ordinance.

SECTION THREE: SEVERABILITY. The various provisions of this Ordinance are to be considered as severable, and if any part or portion of this Ordinance shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

SECTION FOUR: REPEAL OF PRIOR ORDINANCES. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

	Trustee Aiani	Trustee Gavanes	Trustee Leahy	Trustee Madaras	Trustee Powers	Mayor Pruyn
Aye	<input type="checkbox"/>					
Nay	<input type="checkbox"/>					
Absent	<input type="checkbox"/>					
Abstain	<input type="checkbox"/>					

APPROVED and ADOPTED by the Village President and Board of Trustees of the
Village of Itasca this ____ day of _____ 20 ____.

APPROVED:

Village President Jeffery J. Pruyn

ATTEST:

Village Clerk Jody Conidi

ATTACHMENT 3

KATHLEEN V. CARRIER
RECORDER
DUPAGE COUNTY, IL
02/08/2024 10:29 AM
RHSP
DOC NO. R2024-006928

PREPARED BY AND
RETURN TO:

NTT Global Data Centers CH4. LLC
1625 West National Drive
Sacramento, CA 95834
Attention: Legal Department

CPT 23 - 95802 - Escrow
14/14

MEMORANDUM OF ASSIGNMENT AND ASSUMPTION
OF PRE-ANNEXATION AGREEMENT

THIS MEMORANDUM OF ASSIGNMENT AND ASSUMPTION OF PRE-ANNEXATION AGREEMENT (this "Memorandum") is made as of February 1, 2024 (the "Effective Date"), by and between ML REALTY PARTNERS LLC, a Delaware limited liability company ("Assignor"), and NTT GLOBAL DATA CENTERS CH4, LLC, a Delaware limited liability company ("Assignee").

RECITALS

- A. Assignor and Assignee executed that certain Assignment and Assumption of Residential Contracts, Brokerage Agreement, Escrow Accounts and Pre-Annexation Agreement dated as February 1, 2024 (the "Assignment Agreement"), pursuant to which Assignor assigned to Assignee, among other things, all of Assignor's right, title and interest in and to that certain Pre-Annexation Agreement dated December 5, 2023 ("Pre-Annexation Agreement") by and between Assignor and the Village of Itasca ("Village").
- B. The Pre-Annexation Agreement provides the terms and conditions of annexing certain real property (the "Subject Property") into the Village pursuant to 65 ILCS 5/7-1-1 *et seq.* The Subject Property is legally described in Exhibit A attached hereto and incorporated herein.
- C. The essential terms of the Assignment Agreement relative to the Pre-Annexation Agreement are:
 - 1. Village Approval. On January 26, 2024, the Village approved the assignment of the Pre-Annexation Agreement from Assignor to Assignee.
 - 2. Assignment. The Assignor assigned all of its right, title and interest in and to the Pre-Annexation Agreement to the Assignee.

3. Assumption. The Assignee accepted the assignment of the Pre-Annexation Agreement from the Assignor and assumes the performance of the Assignor under the Pre-Annexation Agreement from and after the date of the assignment.

In the event of any conflict between the provisions of this Memorandum and the Assignment Agreement or the Pre-Annexation Agreement, the terms and conditions of the Assignment Agreement and Pre-Annexation Agreement control.

///SIGNATURES ON FOLLOWING PAGE///

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of El Dorado)

On January 29, 2024 before me, Krista Stahler Notary Public
(here insert name and title of the officer)

personally appeared Douglas Adams

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature

(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Memorandum of Assignment & Assumption of Ice Annexation Agreement containing 5 pages, and dated _____.

The signer(s) capacity or authority is/are as:

- Individual(s)
 Attorney-in-Fact
 Corporate Officer(s) _____
Title(s) _____

- Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

Additional Signer(s) Signer(s) Thumbprint(s)

EXHIBIT A

Legal Description

LOTS 1 THROUGH 12, BOTH INCLUSIVE, TOGETHER WITH MARINO COURT, ALL IN ARLINGTON ACRES, BEING A RESUBDIVISION IN SECTION 5, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 2, 1977 AS DOCUMENT R77-111150, IN DUPAGE COUNTY, ILLINOIS.

PINs: 03-05-203-001; -002; -003; -004; -005; -006; -007; -008; -009; -010; -011; -012

Known As:

19W132, 19W116, 19W106, 19W099, 19W071, 19W070, 19W048, 19W031, 19W030, 19W011, 19W010 MARINO COURT, ITASCA, ILLINOIS 60143 AND PARCEL 03-05-203-010 (VACANT) ON MARINO COURT, ITASCA, ILLINOIS 60143



VILLAGE PRESIDENT

JEFFERY J. PRUYN

VILLAGE CLERK

JODY A. CONIDI

VILLAGE ADMINISTRATOR

CARIE ANNE ERGO

VILLAGE TRUSTEES

JEFF AIANI

BRENDAN DALY

DINO GAVANES

ELLEN LEAHY

FRANK J. MADARAS

PATRICK POWERS

MEMORANDUM

TO: Village Administrator

FROM: Sam Shore, Planning & Zoning Coordinator

THROUGH: Vijay Gadde, Community Development Director

DATE: November 13, 2023

SUBJECT: Request for Pre-Annexation Agreement – Marino Court Development

RECOMMENDED MOTION: Move to adopt the proposed pre-annexation agreement for the properties known as 19W132, 19W116, 19W106, 19W099, 19W071, 19W070, 19W048, 10W031, 19W030, 19W011, 19W010, and Parcel 03-05-203-010 (vacant) Marino Ct., Itasca, IL 60143 in addition to the Marino Court right-of-way.

INTRODUCTION

ML Realty Partners, Petitioner, is requesting approval of a pre-annexation agreement for unincorporated property adjacent to the northeast corner of the Village. These properties are located at 19W132, 19W116, 19W106, 19W099, 19W071, 19W070, 19W048, 10W031, 19W030, 19W011, 19W010, and Parcel 03-05-203-010 (vacant) Marino Ct., in addition to the Marino Court right-of-way. Upon annexation, the property is proposed to be zoned O-R Office Research District.

The PINs of the subject properties are: 03-05-203-001; -002; -003; -004; -005; -006; -007; -008; -009; -010; -011; -012.

DISCUSSION

The petitioner has contracts to purchase the subject properties which are intended to be exercised after approval of the pre-annexation agreement. Previously, the petitioner submitted a request for review and approval of a Planned Development for construction of a speculative industrial building on the site. However, that request has been withdrawn pending ongoing conversations with a potential site occupant.

Currently, the property is divided into a right-of-way and twelve (12) lots, of which eleven (11) have been developed with single-family residences. One (1) lot is vacant.



The property is zoned R-2 Single-Family Residence District by DuPage County. The adjacent property zoning and uses are as follows:

- North: R-1 Single Family Residence District – Church
- South: O-R Office Research District – Office; B-3 Service Business District – Bank
- East: R-1 Estate Residential (Wood Dale) – Golf Course
- West: O-R Office Research District – Office (Hamilton Lakes Business Park)

PLAN COMMISSION RECOMMENDATION

The Plan Commission held a Public Hearing on zoning the subject property O-R upon annexation on October 18, 2023, and recommended approval of the rezoning by a vote of 5-0. The Plan Commission adopted the following Findings of Fact:

1. Compatibility with surrounding land uses and the general area

The properties to the west and south are established office uses, with a church and golf course on adjacent residentially zoned land to the north and east. The uses associated with the O-R district would approximate the existing land use pattern to the west and south which are already in close proximity to other uses.

2. The zoning classification of property within the general area of the property in question

The proposal would compliment existing O-R zoning in the immediate vicinity of the subject property.

3. The suitability of the subject property to the uses permitted under the existing zoning classification

The property is currently residentially zoned by DuPage County, which matches the current land use. However, in light of surrounding development patters, other uses may be more suitable in the case of future redevelopment.

4. The trend of development, if any, in the general area of the subject property including recent changes, if any, which have taken place in its zoning classification.

Recent development activity in the vicinity includes the establishment of data centers to the west, which is a permitted use in the O-R district.

5. The relationship of the existing zoning classification to the Official Comprehensive Plan of Itasca, adopted October 18, 1977 and as amended. The Plan Commission shall not recommend the adoption of a proposed amendment unless it finds that the adoption of such amendment is in the public interest and is not solely for the interest of the applicant; and that either the proposed amendment will correct an existing error or that changing conditions make the proposed amendment necessary.

The Village of Itasca Comprehensive Plan, as amended, indicates that future development on the subject parcel should be residential. However, property to the immediate south and west is indicated as intended for the uses permitted by the O-R district. Given that the economic climate has evolved since the Plan's adoption in 2015, it is in the public interest and not solely for the interest of the applicant to permit the property to enter the Village's jurisdiction under O-R zoning.

STAFF RECOMMENDATION

Staff recommends the item be forwarded to the Committee of the Whole on November 28, 2023, for consideration. A Public Hearing on the matter has been advertised for the Village Board meeting on December 5, 2023.

FISCAL IMPACT

The annexation of the property would result in additional taxable area. Additional revenues that may result from the future development of the property are dependent on use.

AFTER ACTION STEPS

If the pre-annexation agreement is ultimately approved by the Village Board, staff will work on the eventual annexation of the property and future site-specific development applications.

ATTACHMENTS

1. Exhibit A: Draft Pre-Annexation Agreement

ORDINANCE NO. 2107-24

**AN ORDINANCE ANNEXING CERTAIN TERRITORY CONTIGUOUS TO
THE VILLAGE OF ITASCA, DUPAGE COUNTY, ILLINOIS
(MARINO COURT - 18 ACRES)**

WHEREAS, NTT Global Data Centers CH4, LLC (“Owner”) is the owner of the parcels of real property commonly known as 19W132, 19W116, 19W106, 19W099, 19W071, 19W070, 19W048, 19W031, 19W030, 19W011, 19W010 Marino Court, Itasca, Illinois 60132, and Parcel 03-05-203-010 (vacant) on Marino Court, Itasca, Illinois 60143 (“Property”), legally described in Section 2 below and in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the Property is not within the corporate boundaries of any other municipality and is contiguous to the Village; and

WHEREAS, a written petition, signed by the Owner of the Property and at least 51% of the electors residing on the Property, has been filed with the Village Clerk requesting that the Property be annexed to the Village of Itasca (“Village”) pursuant to 65 ILCS 5/7-1-8; and

WHEREAS, all legal notices regarding the intention of the Village to annex the Property have been sent to all public bodies required to receive notice by law (“Notices”); and

WHEREAS, copies of the Notices required to be recorded, if any, have been recorded in the Office of the Recorder of DuPage County; and

WHEREAS, the Owner and the Village are parties to a valid and binding Pre-Annexation Agreement relating to the Property dated December 19, 2023 (“Agreement”); and

WHEREAS, the conditions for annexation of the Property pursuant to the Agreement and the statutes of the State of Illinois, including, without limitation, 65 ILCS 5/7-1-8, are satisfied and the Village desires to annex the Property into the Village; and

WHEREAS, it is in the best interests of the Village that the Property be annexed into the Village;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Itasca, DuPage County, Illinois, as follows:

SECTION ONE: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Ordinance as the findings of the Village President and Board of Trustees.

SECTION TWO: ANNEXATION. The following described territory being indicated on the plat of annexation in Exhibit A is hereby annexed to the Village of Itasca, DuPage County, Illinois along with all adjacent highways and rights-of-way not within the boundaries of another municipality:

LOTS 1 THROUGH 12, INCLUSIVE, IN ARLINGTON ACRES, BEING A RESUBDIVISION IN SECTION 5, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT

THEREOF RECORDED DECEMBER 2, 1977 AS DOCUMENT R77-111150, IN DUPAGE COUNTY, ILLINOIS.

TOGETHER WITH THOSE PORTIONS OF MARINO COURT, N. PROSPECT AVENUE AND N. ARLINGTON HEIGHTS ROAD ADJOINING THE ABOVE DESCRIBED PARCEL NOT PREVIOUSLY ANNEXED, IF ANY.

Commonly known as: 19W132, 19W116, 19W106, 19W099, 19W071, 19W070, 19W048, 19W031, 19W030, 19W011, 19W010 Marino Court, Itasca, Illinois 60132, and Parcel 03-05-203-010 (vacant) on Marino Court, Itasca, Illinois 60143.

PINs: 03-05-203-001; -002; -003; -004; -005; -006; -007; -008; -009; -010; -011; and -012.

SECTION THREE: RECORDATION. The Village Clerk is hereby directed to record with the Office of the Recorder of DuPage County and to file with the DuPage County Clerk a certified copy of this Ordinance, together with the plat of annexation in Exhibit A.

SECTION FOUR: SEVERABILITY. The various provisions of this Ordinance are to be considered as severable, and if any part or portion of this Ordinance is held invalid by any court of competent jurisdiction, such decision will not affect the validity of the remaining provisions of this Ordinance.

SECTION FIVE: REPEAL OF PRIOR ORDINANCES. All prior ordinances and resolutions in conflict or inconsistent with this Ordinance are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION SIX: EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

	Trustee Aiani	Trustee Daly	Trustee Gavanes	Trustee Leahy	Trustee Madaras	Trustee Powers	Mayor Pruyn
Aye	<input type="checkbox"/>						
Nay	<input type="checkbox"/>						
Absent	<input type="checkbox"/>						
Abstain	<input type="checkbox"/>						

APPROVED and ADOPTED by the Village President and Board of Trustees of the Village of Itasca this 19th day of March, 2024.

APPROVED:

Village President Jeffery J. Pruyn

ATTEST:

Village Clerk Jody Conidi

EXHIBIT A

ANNEXATION PLAT

(attached)

ORDINANCE NO. 2108-24

**AN ORDINANCE APPROVING A REZONING OF THE MARINO COURT AREA
(NTT GLOBAL DATA CENTERS CH4, LLC)**

WHEREAS, a petition was filed with the Village of Itasca for rezoning from the R-1 Single Family Residence District to the O-R Office-Research District for the properties at 19W132, 19W116, 19W106, 19W099, 19W071, 19W070, 19W048, 19W031, 19W030, 19W011, 19W010 Marino Court, Itasca, Illinois 60143, and Parcel 03-05-203-010 (vacant) on Marino Court in Itasca, Illinois legally described in Exhibit A attached hereto and made a part hereof (“Property”); and

WHEREAS, a public hearing was held on the petition by the Itasca Plan Commission on October 18, 2023, pursuant to public notice as required by law, with respect to the petition; and

WHEREAS the Plan Commission made the following findings of fact with respect to the recommended rezoning from the R-1 District to the OR District:

1. The proposed rezoning of the Property is compatible with the surrounding land uses and the general area;
2. The proposed rezoning of the Property within the general area of the property in question is suitable and appropriate;
3. The suitability of the Property to the uses permitted in the existing zoning classification supports the rezoning of the property;
4. The trend of development in the general area of the Property supports the rezoning of the property;
5. The rezoning of the Property is compatible with the official Comprehensive Plan of the Village of Itasca, adopted in October 1997, as amended;
6. The proposed rezoning is in the public interest and is not solely in the interest of the Property owner; and,
7. The proposed rezoning of the Property will correct an existing error, or changing conditions make the proposed rezoning necessary and desirable;

WHEREAS, the Plan Commission voted to recommend that the Village authorities approve the proposed rezoning of the Property; and

WHEREAS, subsequent to the Itasca Plan Commission’s hearing and recommendation in favor of rezoning, NTT Global Data Centers CH4, LLC (“Petitioner”) acquired the entire Property; and

WHEREAS, Petitioner desires that the Property be rezoned to the O-R Office-Research District;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Itasca, DuPage County, Illinois, as follows:

SECTION ONE: REZONING. The Corporate Authorities of the Village accept the findings of fact and recommendation of the Itasca Plan Commission that the petition for rezoning of the Property be granted. The Property is hereby rezoned to the O-R Office-Research District.

SECTION TWO: USE AND DEVELOPMENT. All future use and development of the Property shall be in compliance with the Pre-Annexation Agreement pertaining to the Property dated December 19, 2023 and all applicable Village ordinances, including but not limited to the Itasca Zoning Ordinance, unless otherwise modified by said Pre-Annexation Agreement or this Ordinance.

SECTION THREE: SEVERABILITY. The various provisions of this Ordinance are to be considered as severable, and if any part or portion of this Ordinance shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

SECTION FOUR: REPEAL OF PRIOR ORDINANCES. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

	Trustee Aiani	Trustee Gavaness	Trustee Leahy	Trustee Madaras	Trustee Powers	Mayor Pruyn
Aye	<input type="checkbox"/>					
Nay	<input type="checkbox"/>					
Absent	<input type="checkbox"/>					
Abstain	<input type="checkbox"/>					

APPROVED and ADOPTED by the Village President and Board of Trustees of the Village of Itasca this 19th day of March, 2024.

APPROVED:

Village President Jeffery J. Pruyn

ATTEST:

Village Clerk Jody Conidi

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

LOTS 1 THROUGH 12, INCLUSIVE, IN ARLINGTON ACRES, BEING A RESUBDIVISION IN SECTION 5, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 2, 1977 AS DOCUMENT R77-111150, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as: 19W132, 19W116, 19W106, 19W099, 19W071, 19W070, 19W048, 19W031, 19W030, 19W011, 19W010 Marino Court, Itasca, Illinois 60132, and Parcel 03-05-203-010 (vacant) on Marino Court, Itasca, Illinois 60143.

PINs: 03-05-203-001; -002; -003; -004; -005; -006; -007; -008; -009; -010; -011; and -012.