
ANNEXATION - ILLINOIS

Village of Kirkland v. Kirkland Properties Holdings Company, LLC I

Appellate Court of Illinois, Second District - April 21, 2022 - N.E.3d - 2022 IL App (2d) 200780 - 2022 WL 1183531

Village brought action against successor owners of original landowner, alleging they breached a recorded annexation agreement, and sought damages or, in the alternative, injunctive relief in form of specific performance.

The Circuit Court granted successor owners' motion to dismiss for failure to state a claim and awarded attorney's fees in their favor. Village appealed.

The Appellate Court held that:

- Annexation agreement was a covenant that rant with land to bind successor owners, and
- Village sufficiently pled a claim that successor owners that purchased portion of subject property were bound to terms of annexation agreement.

Annexation agreement between village and original landowner was a covenant that ran with the land that bound successor owners to its terms and obligations, where agreement expressly stated that it was "binding upon heirs, executors, administrators, successors, and assigns," and on parties to agreement, very purpose of agreement was for village to annex property to develop it, and agreement clearly provided privity of estate between village and successor owners as it provided that it was binding on successors, and thus, village and each successor owner had a legally recognized interest in the development of the property.

Village sufficiently pled a claim that successor owners that only purchased a portion of the subject property were bound to terms of an annexation agreement between village and original landowner, which required successors to extend credit to village proportionate to amount of lots they owned in a subdivision in order for village to construct roads; although agreement neither expressly provided for nor expressly precluded application of terms of the agreement when a subsequent owner purchased less than entire property, terms clearly contemplated possibility that the subject property would be subdivided and developed in stages and phases, which was entirely consistent with proportionally burdening successor owners with obligations.

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