

**VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
FEBRUARY 19, 2008 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
Pre-Annexation Agreements for 611 36 th Street, 4618 Cross Street, 4700 Cross Street and 6009 Springside Avenue	✓ Resolution Ordinance Motion Discussion Only	Tom Dabareiner, AICP Community Development Director

SYNOPSIS

A public hearing has been noticed for February 19, 2008, as part of the regularly scheduled Village Council Meeting to take public comment on voluntary pre-annexation agreements for 611 36th Street, 4618 Cross Street, 4700 Cross Street and 6009 Springside Avenue. In addition, a resolution has been prepared to approve the voluntary pre-annexation agreements for the properties identified herein.

STRATEGIC PLAN ALIGNMENT

The Five Year Plan and Goals for 2007-2012 identified *Exceptional Municipal Organization*. Supporting this goal is the objective *Top Quality Core Services Responsive to Current and Future Community and Citizen Needs*.

FISCAL IMPACT

N/A.

UPDATE & RECOMMENDATION

This item was discussed at the February 12, 2008 Workshop. Staff recommends approval on the February 19, 2008 active agenda, subject to public hearing testimony.

BACKGROUND

All subject properties are currently unincorporated and are within the Village's ultimate boundary. The property owners previously utilized private wells and were connected to the Village's water distribution system upon their acceptance of the pre-annexation agreements. The agreements were subsequently held by staff until several were available for Council approval. Per Village Council policy, a property has to be annexed to the Village to connect to the Village's water distribution system. If the property is not contiguous to the Village, the property owner has to request pre-annexation by signing a pre-annexation agreement with the Village to connect to the water system. From this point forward, such water connections will not be permitted until the Council has approval the pre-annexation agreement. In addition, it is recommended that the current form of agreement be updated to provide protection to the Village against such households protesting the annexation in the future.

All four properties are not contiguous to the Village boundary and as such cannot be annexed at this time. The property owners are only requesting pre-annexation. When the properties become contiguous to the Village, they will be annexed and all applicable Fire Protection District taxes will be paid at that time. If the pre-annexation agreements are approved, the owners will be permitted to connect to the water system after paying permit and tap fees.

The public hearing will be held at the regular Village Council meeting on February 19, 2008. The proper notices were tendered to York Township, Fairview Fire Protection District, Lisle Township, Lisle-Woodridge Fire Protection District, Downers Grove Township and Darien-Woodridge Fire Protection District officials on January 30, 2008.

**PROCEDURES FOR PUBLIC HEARING
ANNEXATION AGREEMENTS**

1. Mayor's Opening Statement:

This public hearing will please come to order. This public hearing has been called by the Village Council to consider proposed annexation agreements for the properties located at 4618 Cross Street, 4700 Cross Street, 611 36th Street, 6009 Springside Avenue.

Notice of this hearing was published in the Downers Grove Reporter on February 1, 2008.

I would like to summarize the procedures which we will follow for tonight's public hearing:

1. First, Tom Dabareiner, Director of Community Development, will summarize the annexation agreements and identify the properties involved
2. Next, there will be an opportunity for members of the Village Council to ask questions or make comments.
3. Next, there will be an opportunity for any representatives of the owner who may be present this evening who wish to speak and make a statement regarding the annexation agreement for the properties involved.
4. Next, there will be an opportunity for members of the public to make statements or comments, or to submit written comments for the record.
5. I will again ask if any member of the Council wishes to make a statement or ask a question.
6. Thereafter, I will ask for a motion to adjourn.

At this hearing, witnesses will not be sworn and a verbatim written transcript of the statements or testimony given at the hearing will not be prepared. However, a tape recording of the proceedings will be made on Village equipment and retained until minutes of the hearing have been prepared and approved by the Village Council.

- 1. Director of Community Development Presentation.**
- 2. Questions or comments from the Village Council.**
- 3. Statement, if any, by representatives of the owner**
- 4. Comments or statements from the public.**
- 5. Final Questions or comments from the Village Council.**
- 6. Adjournment.**

**VILLAGE OF DOWNERS GROVE
LEGAL DEPARTMENT CORRESPONDENCE**

Clerk's Packet

TO: Mayor and Village Council

FROM: Enza I. Petrarca, Village Attorney

DATE: February 5, 2008

RE: Public Hearing - February 19, 2008 Annexation Agreements

Pursuant to state statutes, a public hearing is required before the Village may enter into an annexation agreement. The Village Council has adopted a policy governing the processing of annexation agreements which provides that these will be periodically presented to the Council for an omnibus public hearing. These hearings include any proposed agreements submitted since the last public hearing.

To that end, a public hearing is scheduled for February 19, 2008 for the following properties. (Note, annexation of these properties will occur as indicated.)

4618 Cross Street - Once the property becomes contiguous to the Village , or at time of request by owner, whichever occurs first.

4700 Cross Street - Once the property becomes contiguous to the Village , or at time of request by owner, whichever occurs first.

611 36th Street - Once the property becomes contiguous to the Village, or at time of request by owner, whichever occurs first.

6009 Springside Avenue - Once the property becomes contiguous to the Village, or at time of request by owner, whichever occurs first.

Attached are copies of the plats for each of these parcels. The standard annexation agreements for each parcel are on file with the Village Clerk's Office.

These are to be "straight" annexations, with no requests for rezoning or a subdivision. As such, the properties will come into the Village under our R-1 zoning classification. Following the hearing, the agreements can be approved by resolution passed by two-thirds of the Commissioners.

Attachments

**VILLAGE OF DOWNERS GROVE
COUNCIL ACTION SUMMARY**

INITIATED: Applicant **DATE:** February 19, 2008
(Name)

RECOMMENDATION FROM: N/A **FILE REF:**
(Board or Department)

NATURE OF ACTION:

- Ordinance
- Resolution
- Motion
- Other

STEPS NEEDED TO IMPLEMENT ACTION:

Motion to adopt "A Resolution Authorizing Execution of Annexation Agreements for the Properties Located at 4618 Cross Street, 4700 Cross Street, 611 36th Street, 6009 Springside Avenue", as presented.

SUMMARY OF ITEM:

Approval of the attached resolution will authorize annexation agreements for the following properties, with annexation to occur as indicated:

4618 Cross Street - Once the property becomes contiguous to the Village , or at time of request by owner, whichever occurs first.

4700 Cross Street - Once the property becomes contiguous to the Village , or at time of request by owner, whichever occurs first.

611 36th Street - Once the property becomes contiguous to the Village, or at time of request by owner, whichever occurs first.

6009 Springside Avenue - Once the property becomes contiguous to the Village, or at time of request by owner, whichever occurs first.

A public hearing was held on these agreements on February 19, 2008. No rezoning or other land use approvals have been requested. As such, the properties will come into the Village under our R-1 zoning classification.

RECORD OF ACTION TAKEN:

RESOLUTION _____

**A RESOLUTION AUTHORIZING EXECUTION OF
ANNEXATION AGREEMENTS FOR THE PROPERTIES LOCATED AT
4618 CROSS STREET, 4700 CROSS STREET, 611 36TH STREET AND 6009 SPRINGSIDE
AVENUE**

WHEREAS, there has been submitted for Village Council consideration proposed Annexation Agreements for the properties commonly known as 4618 Cross Street, 4700 Cross Street, 611 36th Street, and 6009 Springside Avenue; and,

WHEREAS, the Village Council held a public hearing on the proposed Annexation Agreements on February 19, 2008.

NOW, THEREFORE, be it resolved by the Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the provisions of the preamble are incorporated into and made a part of this resolution.
2. That the form and substance of the proposed Annexation Agreements between the Village of Downers Grove and the owners of the properties described above (the "Owners") as submitted to this meeting with the recommendation of the Village Manager, are hereby approved.
3. That the Mayor and the Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal, and deliver the Annexation Agreements substantially in the form approved in the foregoing paragraph of this resolution. The Village Clerk shall cause a copy of these Annexation Agreements to be recorded in the Office of the Recorder of Deeds of DuPage County, at the expense of the Owners.
3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Annexation Agreements.
4. That this resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk



\$60 Processing Fee
611 36th Street

**PETITION FOR ANNEXATION TO
THE VILLAGE OF DOWNERS GROVE, ILLINOIS**

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

TO: The Mayor and Village Council of the
Village of Downers Grove
801 Burlington Avenue
Downers Grove, Illinois 60515-4776

The undersigned petitioner or petitioners (hereinafter referred to as the "Petitioners), being first duly sworn on oath, hereby respectfully represent and petition as follows:

1. The Petitioners are and include (1) the owner or owners of record of all land within the territory (the "Territory") hereinafter more particularly described, to be annexed to the Village of Downers Grove, Illinois, pursuant to this Petition, and (ii) at least 51% Of the electors, if any, residing in the Territory;
2. The Territory is contiguous to the Village of Downers Grove, Illinois, and is not included within the corporate limits of any municipality;
3. The Petitioners request that the Territory, more particularly described as follows, to-wit:

THE WEST 100' OF LOT 1 IN BLOCK 3 IN ARTHUR T. MCINTOSH AND COMPANY'S FAIRVIEW AVENUE SUBDIVISION, A SUBDIVISION IN THE EAST HALF OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND IN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 7, 1923 AS DOCUMENT 169326, IN DUPAGE COUNTY, ILLINOIS.

PIN: 06 32 405 022

together with any public streets or highway adjacent to or within the Territory that have not previously been annexed to any municipality to be annexed to and become a part of the Village of Downers Grove, Illinois.

- 4. A plat of annexation certified by a Registered Illinois Land Surveyor and including the Permanent Parcel Number of the Territory has been or will be prepared and attached hereto as an exhibit.

WHEREFORE, the Petitioners respectfully request that an ordinance be adopted by the Council of the Village of Downers Grove, Illinois, annexing the Territory to said Village and that all such other proceedings be had as are required by law to effect the annexation of the Territory to the Village of Downers Grove, Illinois.

Dated: June 27, 20 05

Respectfully submitted,

Owners:

BRYAN W. EGAN
NINA M. EGAN

Mailing Address:

601 36th St.
Downers Grove, IL. 60515

Telephone Numbers:

H (630) 515-1354
C (630) 640-1945

Subscribed and sworn to before me
this 27 day of June
20 05

Kathy M. Saric
Notary Public

NOTARIAL SEAL



Bryan W Egan
Nina M. Egan

Electors (if any)

ANNEXATION AGREEMENT

611 36th Street

GENERAL
NONCONTIGUOUS
PROPERTY

This Agreement made and entered into this 27th day of JUNE, 2005, by
and between the Village of Downers Grove, an Illinois municipal corporation (hereinafter referred to as
the "Village") and BRYAN AND NINA EGAN (hereinafter referred
to as the "Owners"),

WITNESSETH:

WHEREAS, the Owners are the owners of record of certain real estate, described as follows:

THE WEST 100' OF LOT 1 IN BLOCK 3 IN ARTHUR T. MCINTOSH AND COMPANY'S FAIRVIEW AVENUE
SUBDIVISION, A SUBDIVISION IN THE EAST HALF OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE
THIRD PRINCIPAL MERIDIAN, AND IN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 11
EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 7, 1923
AS DOCUMENT 169326, IN DUPAGE COUNTY, ILLINOIS.

PIN: 06 32 405 022

(hereinafter referred to as the "Property"); and

WHEREAS, the parties hereto desire that the Property be annexed to the Village on the terms
and under the conditions hereafter set forth; and

WHEREAS, the Property is not located within the corporate boundaries of any municipality,
but is within the planning area of the Village, as established by boundary agreements with adjacent
municipalities, and is not, now, but someday may be, contiguous to the Village; and

WHEREAS, the parties wish to enter into a binding agreement with respect to the future annexation of the Property and to provide for various other matters related directly or indirectly to said future annexation, in accordance with the provisions of Ill. Comp. Stat., 65 ILCS 5/11-15.1-1; and

WHEREAS, the Village Council has determined that the future annexation of the Property would further the orderly growth of the Village and promote the general welfare of the Village,

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms and conditions herein set forth, the Owners and the Village agree as follows:

1. The provisions of the preamble herein above set forth are hereby restated and incorporated herein by reference.
2. The Owners shall submit to the Village together with this Agreement an executed Petition for Annexation. The Owners shall pay all fees associated with this Agreement including publication fees and recording fees.
3. Upon annexation, Owners agree to submit to the Village a Plat of Annexation in the form provided by law.
4. This Agreement shall be binding upon the Owners, as well as the Owners' successors, assigns and heirs. This Agreement shall constitute a covenant running with the land and shall be binding upon all persons taking any interest or right in the Property after the date of this Agreement is executed by the Village. Any person acquiring any rights or interest in the Property after the date of this Agreement shall be bound by the terms thereof and shall be deemed to have accepted and approved this Agreement in full.
5. If ownership of the Property or any portion thereof changes subsequent to the execution of this Agreement and prior to annexation as provided in Paragraph 7 below, the purchasers

shall submit to the Village a properly executed Petition for Annexation and an acknowledgment and acceptance of this Agreement in the form attached hereto as Exhibit I within thirty (30) days of acquiring such interest. It shall be the responsibility of the Owners and the purchaser to submit these items. Provided however the failure, refusal or neglect to submit these items shall in no way affect the continued validity of this Agreement or the Petition for Annexation set forth in Paragraph 2.

6. The Village shall record the Agreement in the office of the Recorder of Deeds of DuPage County. In addition, the Village shall record any petition executed by a subsequent or successor owner as provided in Paragraph 4 above.

7. The Owners and the Village respectively agree to do all things necessary or appropriate to cause the Property to be duly and validly annexed to the Village as promptly as practicable after the Property becomes contiguous to the Village. Upon contiguity, the Village may, at any time prior to expiration of this Agreement, annex the Property. The owner, or their successors in interest, shall assist the Village and take all actions or steps necessary, including but not limited to, preparing and executing new petitions for annexation, waivers and plats, to accomplish said annexation.

8. Upon annexation Owner(s) agrees to reimburse the Village for their portion of the real estate taxes due and owing to the respective fire protection district in accordance with Section 705/20 of the Illinois Fire Protection Act (70 ILCS 705/20).

9. The Owners may connect to the Village water system, if such system is available to the Property upon payment of the water rates and connection fees in effect on the date of application for water service or submittal of this Agreement to the Village, whichever is later. The fees and costs to be paid include, but are not necessarily limited to water system capacity charge, inspection fee, recapture fee, tap fee, connection charge, meter charge, cost of a street opening permit if connection is made after

completion of construction of the water mains, and the cost of for a water service line from the main to the structure, property or any private line.

10. The Owners may elect to pay one-half of the water system connection charge in deferred payments, without interest, by means of a surcharge on metered water equivalent to the charge for water consumption. In the event the Owners elect to pay the balance of the water system connection charge by means of a surcharge on water consumption, the Owners shall submit a properly executed lien for unpaid service charges which shall be recorded in the office of the Recorder of Deeds of DuPage County.

11. The Owners shall enjoy the same rights and abide by the same rules and regulations with respect to water service, availability, and usage as consumers and customers within the corporate limits of the Village. This provision includes, but is not limited to, any sprinkling bans or limitations which may be imposed by the Village.

12. The parties to this Agreement or their successors or assigns, may, in either law or equity, by suit, action, mandamus, injunction, or other proceedings in court, enforce and compel the performance of this Agreement, including suits for specific performance.

13. This Agreement may only be amended by written instruments signed by both parties.

14. The term of this Agreement shall be twenty (20) years from the date of execution hereof.

15. If any portion of this Agreement or ordinance enacted pursuant hereto shall be declared invalid, the same shall not affect the validity of this Agreement as a whole, other than the part so declared invalid.

16. This Agreement may be executed in multiple counterparts of duplicate originals or with

multiple signature pages each of which shall constitute and be deemed one and the same document.

17. The undersigned Owners warrant that ___he___ constitute all owners of the Property and that ___he___ have full authority and power to sign the Agreement and the petition submitted herewith and that they have not and will not take any action to change ownership in the Property until after this Agreement is recorded.

IN WITNESS WHEREOF this Agreement has been duly executed by whose names are subscribed below or on the signature pages attached hereto from time to time, and which pages are specifically incorporated herein.

OWNER(S)

By: Bryan W Egan

BRYAN W. EGAN

(print name)

By: Nina M. Egan

NINA M. EGAN

(print name)

By: _____

(print name)

VILLAGE OF DOWNERS GROVE

By: _____
Mayor

Attest: _____
Village Clerk

fwy8/forms/annex/annconflans (Rev 08/2004)

Subscribed and sworn to before me

this 27 day of June, 2005

Lynn Giebudowski
Notary Public



**NOTICE OF PENDING
ANNEXATION AGREEMENT**

**VILLAGE OF
DOWNERS GROVE**

Brian W. Egan

Nina M. Egan

Owner(s) of the property at 611 36th Street, Downers Grove, IL 60515, filed

with the Village of Downers Grove a Petition for Annexation and Annexation Agreement on

June 27, 2005. The property shown above and the subject of the annexation petition

and agreement is legally described as follows:

The West 100 feet of Lot 1 in Block 3 in Arthur T. McIntosh & Company's Fairview Avenue Subdivision, a subdivision in the East Half of Section 5, Township 38 North Range 11 East of the Third Principal Meridian, and in the Southeast Quarter of Section 32, Township 39 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded September 7, 1923 as Document 169326, in DuPage County, Illinois (PIN 06-32-405-022)

(P.I.N.:)

VILLAGE OF DOWNERS GROVE

By: _____
Village Clerk

OWNER(S)

By: Bryan W. Egan
BRYAN W. EGAN
(print name)

By: Nina M. Egan
Nina M. Egan
(print name)

This document prepared by:
Village Attorney
Village of Downers Grove
801 Burlington Avenue
Downers Grove, IL 60515



Subscribed and sworn to before me

this 27 day of June, 2005
Lynn Giebudowski
Notary Public



UNINCORPORATED

VILLAGE OF DOWNERS GROVE

VILLAGE OF DOWNERS GROVE

UNINCORPORATED

4618 CROSS STREET



Legend

- Subject Property
- Village Boundary





\$60 Processing Fee

4618 Cross

**PETITION FOR ANNEXATION TO
THE VILLAGE OF DOWNERS GROVE, ILLINOIS**

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

TO: The Mayor and Village Council of the
Village of Downers Grove
801 Burlington Avenue
Downers Grove, Illinois 60515-4776

The undersigned petitioner or petitioners (hereinafter referred to as the "Petitioners), being first duly sworn on oath, hereby respectfully represent and petition as follows:

1. The Petitioners are and include (1) the owner or owners of record of all land within the territory (the "Territory") hereinafter more particularly described, to be annexed to the Village of Downers Grove, Illinois, pursuant to this Petition, and (ii) at least 51% Of the electors, if any, residing in the Territory;
2. The Territory is contiguous to the Village of Downers Grove, Illinois, and is not included within the corporate limits of any municipality;
3. The Petitioners request that the Territory, more particularly described as follows, to-wit:

LOT 6 IN BLOCK 5 IN ARTHUR T. MC INTOSH AND COMPANY'S BELMONT GOLF ADDITION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 1, AND THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 14, 1925 AS DOCUMENT 199614, IN DU PAGE COUNTY, ILLINOIS.

PERMANENT PARCEL NUMBERS: 08-01-308-013

ANNEXATION AGREEMENT

4618 CROSS

GENERAL
NONCONTIGUOUS
PROPERTY

This Agreement made and entered into this 7 day of July, 2006, by and between the Village of Downers Grove, an Illinois municipal corporation (hereinafter referred to as the "Village") and Timothy J. + Donna J. Aikens (hereinafter referred to as the "Owners"),

WITNESSETH:

WHEREAS, the Owners are the owners of record of certain real estate, described as follows: LOT 6 IN BLOCK 5 IN ARTHUR T. MCINTOSH AND COMPANY'S BELMONT GOLF ADDITION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 1, AND THE NORTH WEST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 14, 1925 AS DOCUMENT 199614, IN DUPAGE COUNTY, ILLINOIS

PIN 08-01-308-013

(hereinafter referred to as the "Property"); and

WHEREAS, the parties hereto desire that the Property be annexed to the Village on the terms and under the conditions hereafter set forth; and

WHEREAS, the Property is not located within the corporate boundaries of any municipality, but is within the planning area of the Village, as established by boundary agreements with adjacent municipalities, and is not, now, but someday may be, contiguous to the Village; and

WHEREAS, the parties wish to enter into a binding agreement with respect to the future annexation of the Property and to provide for various other matters related directly or indirectly to said future annexation, in accordance with the provisions of Ill. Comp. Stat., 65 ILCS 5/11-15.1-1; and

WHEREAS, the Village Council has determined that the future annexation of the Property would further the orderly growth of the Village and promote the general welfare of the Village,

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms and conditions herein set forth, the Owners and the Village agree as follows:

1. The provisions of the preamble herein above set forth are hereby restated and incorporated herein by reference.
2. The Owners shall submit to the Village together with this Agreement an executed Petition for Annexation. The Owners shall pay all fees associated with this Agreement including publication fees and recording fees.
3. Upon annexation, Owners agree to submit to the Village a Plat of Annexation in the form provided by law.
4. This Agreement shall be binding upon the Owners, as well as the Owners' successors, assigns and heirs. This Agreement shall constitute a covenant running with the land and shall be binding upon all persons taking any interest or right in the Property after the date of this Agreement is executed by the Village. Any person acquiring any rights or interest in the Property after the date of this Agreement shall be bound by the terms thereof and shall be deemed to have accepted and approved this Agreement in full.
5. If ownership of the Property or any portion thereof changes subsequent to the execution of this Agreement and prior to annexation as provided in Paragraph 7 below, the purchasers

shall submit to the Village a properly executed Petition for Annexation and an acknowledgment and acceptance of this Agreement in the form attached hereto as Exhibit 1 within thirty (30) days of acquiring such interest. It shall be the responsibility of the Owners and the purchaser to submit these items. Provided however the failure, refusal or neglect to submit these items shall in no way affect the continued validity of this Agreement or the Petition for Annexation set forth in Paragraph 2.

6. The Village shall record the Agreement in the office of the Recorder of Deeds of DuPage County. In addition, the Village shall record any petition executed by a subsequent or successor owner as provided in Paragraph 4 above.

7. The Owners and the Village respectively agree to do all things necessary or appropriate to cause the Property to be duly and validly annexed to the Village as promptly as practicable after the Property becomes contiguous to the Village. Upon contiguity, the Village may, at any time prior to expiration of this Agreement, annex the Property. The owner, or their successors in interest, shall assist the Village and take all actions or steps necessary, including but not limited to, preparing and executing new petitions for annexation, waivers and plats, to accomplish said annexation.

8. Upon annexation Owner(s) agrees to reimburse the Village for their portion of the real estate taxes due and owing to the respective fire protection district in accordance with Section 705/20 of the Illinois Fire Protection Act (70 ILCS 705/20).

9. The Owners may connect to the Village water system, if such system is available to the Property upon payment of the water rates and connection fees in effect on the date of application for water service or submittal of this Agreement to the Village, whichever is later. The fees and costs to be paid include, but are not necessarily limited to water system capacity charge, inspection fee, recapture fee, tap fee, connection charge, meter charge, cost of a street opening permit if connection is made after

completion of construction of the water mains, and the cost of for a water service line from the main to the structure, property or any private line.

10. The Owners may elect to pay one-half of the water system connection charge in deferred payments, without interest, by means of a surcharge on metered water equivalent to the charge for water consumption. In the event the Owners elect to pay the balance of the water system connection charge by means of a surcharge on water consumption, the Owners shall submit a properly executed lien for unpaid service charges which shall be recorded in the office of the Recorder of Deeds of DuPage County.

11. The Owners shall enjoy the same rights and abide by the same rules and regulations with respect to water service, availability, and usage as consumers and customers within the corporate limits of the Village. This provision includes, but is not limited to, any sprinkling bans or limitations which may be imposed by the Village.

12. The parties to this Agreement or their successors or assigns, may, in either law or equity, by suit, action, mandamus, injunction, or other proceedings in court, enforce and compel the performance of this Agreement, including suits for specific performance.

13. This Agreement may only be amended by written instruments signed by both parties.

14. The term of this Agreement shall be twenty (20) years from the date of execution hereof.

15. If any portion of this Agreement or ordinance enacted pursuant hereto shall be declared invalid, the same shall not affect the validity of this Agreement as a whole, other than the part so declared invalid.

16. This Agreement may be executed in multiple counterparts of duplicate originals or with

multiple signature pages each of which shall constitute and be deemed one and the same document.

17. The undersigned Owners warrant that the y constitute all owners of the Property and that they have full authority and power to sign the Agreement and the petition submitted herewith and that they have not and will not take any action to change ownership in the Property until after this Agreement is recorded.

IN WITNESS WHEREOF this Agreement has been duly executed by whose names are subscribed below or on the signature pages attached hereto from time to time, and which pages are specifically incorporated herein.

OWNER(S)

By: *Donna J. Aikens*
Donna J. Aikens
(print name)

By: *Timothy J. Aikens*
Timothy J. Aikens
(print name)

By: _____

(print name)

VILLAGE OF DOWNERS GROVE

By: _____
Mayor

Attest: _____
Village Clerk

Notary Public for the State of Illinois (Rev. 05/2004)

Subscribed and sworn to before me

this 7th day of July 2005.
Janet F. Luke
Notary Public



together with any public streets or highway adjacent to or within the Territory that have not previously been annexed to any municipality to be annexed to and become a part of the Village of Downers Grove, Illinois.

- 4. A plat of annexation certified by a Registered Illinois Land Surveyor and including the Permanent Parcel Number of the Territory has been or will be prepared and attached hereto as an exhibit. *UPON ANNEXATION.*

WHEREFORE, the Petitioners respectfully request that an ordinance be adopted by the Council of the Village of Downers Grove, Illinois, annexing the Territory to said Village and that all such other proceedings be had as are required by law to effect the annexation of the Territory to the Village of Downers Grove, Illinois.

Dated: July 7 20 05

Respectfully submitted,

Owners:

Donny J. Gupien
Lucy J. Gupien

Mailing Address:

4618 Cross St
Downers Grove IL 60515

Telephone Numbers:

630-960-1294
Work - 630-778-4525

Subscribed and sworn to before me
this 7th day of July
20 05.

Janet F. Luke
Notary Public

NOTARIAL SEAL



Donny J. Gupien
Lucy J. Gupien

Electors (if any)

NOTICE OF PENDING
ANNEXATION AGREEMENT

VILLAGE OF
DOWNERS GROVE

Timothy J. Aikens

DONNA J. Aikens

Owner(s) of the property at 4618 Cross St, filed

with the Village of Downers Grove a Petition for Annexation and Annexation Agreement on

July 7, 2005. The property shown above and the subject of the annexation petition

and agreement is legally described as follows:

LOT 6 IN BLOCK 5 IN ARTHUR T. MC INTOSH AND COMPANY'S BELMONT GOLF ADDITION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 1, AND THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 14, 1925 AS DOCUMENT 199614, IN DU PAGE COUNTY, ILLINOIS.

PERMANENT PARCEL NUMBERS: 08-01-308-013

VILLAGE OF DOWNERS GROVE

OWNER(S)

By: _____
Village Clerk

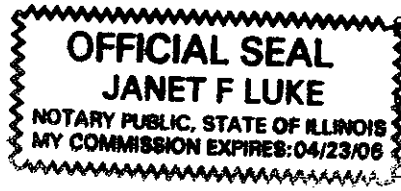
By: Donna J. Aikens

DONNA J. Aikens
(print name)

By: Timothy J. Aikens

Timothy J. Aikens
(print name)

This document prepared by:
Village Attorney
Village of Downers Grove
801 Burlington Avenue
Downers Grove, IL 60515



Subscribed and sworn to before me
this 7th day of July, 2005

Janet F. Luke
Notary Public

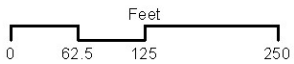


UNINCORPORATED

VILLAGE OF DOWNERS GROVE

VILLAGE OF DOWNERS GROVE

UNINCORPORATED



4700 CROSS STREET

Legend

- Subject Property
- Village Boundary





**PETITION FOR ANNEXATION TO
THE VILLAGE OF DOWNERS GROVE, ILLINOIS**

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

TO: The Mayor and Village Council of the
Village of Downers Grove
801 Burlington Avenue
Downers Grove, Illinois 60515-4776

The undersigned petitioner or petitioners (hereinafter referred to as the "Petitioners), being first duly sworn on oath, hereby respectfully represent and petition as follows:

1. The Petitioners are and include (1) the owner or owners of record of all land within the territory (the "Territory") hereinafter more particularly described, to be annexed to the Village of Downers Grove, Illinois, pursuant to this Petition, and (ii) at least 51% Of the electors, if any, residing in the Territory;
2. The Territory is contiguous to the Village of Downers Grove, Illinois, and is not included within the corporate limits of any municipality;
3. The Petitioners request that the Territory, more particularly described as follows, to-wit:

LOT 7 in block 5 in Arthur T. McEntosh and Company's Belmont Golf Addition, being a subdivision in the south west quarter of section 1 and in the north west quarter of section 12, Township 38 north, RANGE 10, East of the third principal meridian, according to the plat thereof recorded September 14, 1925 as document number 199 614, in DuPage County, Illinois

together with any public streets or highway adjacent to or within the Territory that have not previously been annexed to any municipality to be annexed to and become a part of the Village of Downers Grove, Illinois.

4. A plat of annexation certified by a Registered Illinois Land Surveyor and including the Permanent Parcel Number of the Territory has been or will be prepared and attached hereto as an exhibit.

WHEREFORE, the Petitioners respectfully request that an ordinance be adopted by the Council of the Village of Downers Grove, Illinois, annexing the Territory to said Village and that all such other proceedings be had as are required by law to effect the annexation of the Territory to the Village of Downers Grove, Illinois.

Dated: September 1 2005

Respectfully submitted,

Owners:

Nikola Sentevski
Patricia A. Sentevski

Mailing Address:

4700 CROSS ST
DOWNERS GROVE IL 60515

Telephone Numbers:

630-960-2926
630-306-0015

Subscribed and sworn to before me
this 1 day of SEPT

20 05
Lynn Giebudowski
Notary Public

NOTARIAL SEAL



NIKOLA. SENTEVSKI
PATRICIA SENTEVSKI

Electors (if any)

ANNEXATION AGREEMENT

GENERAL
NONCONTIGUOUS
PROPERTY

This Agreement made and entered into this 1st day of September, 2005, by and between the Village of Downers Grove, an Illinois municipal corporation (hereinafter referred to as the "Village") and NIKOLA & PATRICIA Sentevski (hereinafter referred to as the "Owners"),

WITNESSETH:

WHEREAS, the Owners are the owners of record of certain real estate, described as follows:
LOT 7 in block 5 in ARTHUR T McZUTOSH and Company's Belmont Golf Addition, being a subdivision in the south west quarter of section 1 and in the north west quarter of section 12, Township 39 north, range 10, east of the third principal meridian, according to the plat thereof recorded September 14, 1925 as document number 199614 in DuPage County, ILLINOIS

A.T.N. 0812102007
(hereinafter referred to as the "Property"); and

WHEREAS, the parties hereto desire that the Property be annexed to the Village on the terms and under the conditions hereafter set forth; and

WHEREAS, the Property is not located within the corporate boundaries of any municipality, but is within the planning area of the Village, as established by boundary agreements with adjacent municipalities, and is not, now, but someday may be, contiguous to the Village; and

WHEREAS, the parties wish to enter into a binding agreement with respect to the future annexation of the Property and to provide for various other matters related directly or indirectly to said future annexation, in accordance with the provisions of Ill. Comp. Stat., 65 ILCS 5/11-15.1-1; and

WHEREAS, the Village Council has determined that the future annexation of the Property would further the orderly growth of the Village and promote the general welfare of the Village,

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms and conditions herein set forth, the Owners and the Village agree as follows:

1. The provisions of the preamble herein above set forth are hereby restated and incorporated herein by reference.
2. The Owners shall submit to the Village together with this Agreement an executed Petition for Annexation. The Owners shall pay all fees associated with this Agreement including publication fees and recording fees.
3. Upon annexation, Owners agree to submit to the Village a Plat of Annexation in the form provided by law.
4. This Agreement shall be binding upon the Owners, as well as the Owners' successors, assigns and heirs. This Agreement shall constitute a covenant running with the land and shall be binding upon all persons taking any interest or right in the Property after the date of this Agreement is executed by the Village. Any person acquiring any rights or interest in the Property after the date of this Agreement shall be bound by the terms thereof and shall be deemed to have accepted and approved this Agreement in full.
5. If ownership of the Property or any portion thereof changes subsequent to the execution of this Agreement and prior to annexation as provided in Paragraph 7 below, the purchasers

shall submit to the Village a properly executed Petition for Annexation and an acknowledgment and acceptance of this Agreement in the form attached hereto as Exhibit 1 within thirty (30) days of acquiring such interest. It shall be the responsibility of the Owners and the purchaser to submit these items. Provided however the failure, refusal or neglect to submit these items shall in no way affect the continued validity of this Agreement or the Petition for Annexation set forth in Paragraph 2.

6. The Village shall record the Agreement in the office of the Recorder of Deeds of DuPage County. In addition, the Village shall record any petition executed by a subsequent or successor owner as provided in Paragraph 4 above.

7. The Owners and the Village respectively agree to do all things necessary or appropriate to cause the Property to be duly and validly annexed to the Village as promptly as practicable after the Property becomes contiguous to the Village. Upon contiguity, the Village may, at any time prior to expiration of this Agreement, annex the Property. The owner, or their successors in interest, shall assist the Village and take all actions or steps necessary, including but not limited to, preparing and executing new petitions for annexation, waivers and plats, to accomplish said annexation.

8. Upon annexation Owner(s) agrees to reimburse the Village for their portion of the real estate taxes due and owing to the respective fire protection district in accordance with Section 705/20 of the Illinois Fire Protection Act (70 ILCS 705/20).

9. The Owners may connect to the Village water system, if such system is available to the Property upon payment of the water rates and connection fees in effect on the date of application for water service or submittal of this Agreement to the Village, whichever is later. The fees and costs to be paid include, but are not necessarily limited to water system capacity charge, inspection fee, recapture fee, tap fee, connection charge, meter charge, cost of a street opening permit if connection is made after

completion of construction of the water mains, and the cost of for a water service line from the main to the structure, property or any private line.

10. The Owners may elect to pay one-half of the water system connection charge in deferred payments, without interest, by means of a surcharge on metered water equivalent to the charge for water consumption. In the event the Owners elect to pay the balance of the water system connection charge by means of a surcharge on water consumption, the Owners shall submit a properly executed lien for unpaid service charges which shall be recorded in the office of the Recorder of Deeds of DuPage County.

11. The Owners shall enjoy the same rights and abide by the same rules and regulations with respect to water service, availability, and usage as consumers and customers within the corporate limits of the Village. This provision includes, but is not limited to, any sprinkling bans or limitations which may be imposed by the Village.

12. The parties to this Agreement or their successors or assigns, may, in either law or equity, by suit, action, mandamus, injunction, or other proceedings in court, enforce and compel the performance of this Agreement, including suits for specific performance.

13. This Agreement may only be amended by written instruments signed by both parties.

14. The term of this Agreement shall be twenty (20) years from the date of execution hereof.

15. If any portion of this Agreement or ordinance enacted pursuant hereto shall be declared invalid, the same shall not affect the validity of this Agreement as a whole, other than the part so declared invalid.

16. This Agreement may be executed in multiple counterparts of duplicate originals or with

multiple signature pages each of which shall constitute and be deemed one and the same document.

17. The undersigned Owners warrant that he constitute all owners of the Property and that he have full authority and power to sign the Agreement and the petition submitted herewith and that they have not and will not take any action to change ownership in the Property until after this Agreement is recorded.

IN WITNESS WHEREOF this Agreement has been duly executed by whose names are subscribed below or on the signature pages attached hereto from time to time, and which pages are specifically incorporated herein.

OWNER(S)

By: _____

NIKOLA SENTEVSKI

(print name)

By: Adrian Smith

PATRICIA SENTEVSKI

(print name)

By: _____

(print name)

VILLAGE OF DOWNERS GROVE

By: _____

Mayor

Attest: _____

Village Clerk

Ilwp5form1anor1bocccol1anx (Rev 08/2004)

Subscribed and sworn to before me

this 1 day of SEPT, 2005

Lynn Giebudowski
Notary Public



**NOTICE OF PENDING
ANNEXATION AGREEMENT**

**VILLAGE OF
DOWNERS GROVE**

NIKOLA SENTEVSKI

PATRICIA SENTEVSKI

Owner(s) of the property at 4700 CROSS ST DOWNERS GROVE IL 60515, filed with the Village of Downers Grove a Petition for Annexation and Annexation Agreement on

September 1, 2005. The property shown above and the subject of the annexation petition

and agreement is legally described as follows:

LOT 7 in block 5 in Arthur T. McIntosh and Company's Belmont Golf Addition, being a subdivision in the southwest quarter of section and in the northwest quarter of section 12, township 38 north, range 10, east of the third principal meridian, according to the plat thereof recorded September 14, 1925 as document number 199614 in DuPage County, Illinois

(P.I.N.: 0812102007)

VILLAGE OF DOWNERS GROVE

OWNER(S)

By: _____
Village Clerk

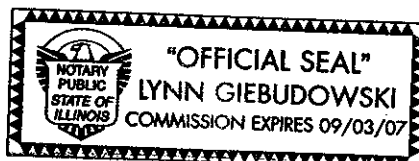
By: Nikola Sentevski
NIKOLA SENTEVSKI
(print name)

By: Patricia A Sentevski
PATRICIA A SENTEVSKI
(print name)

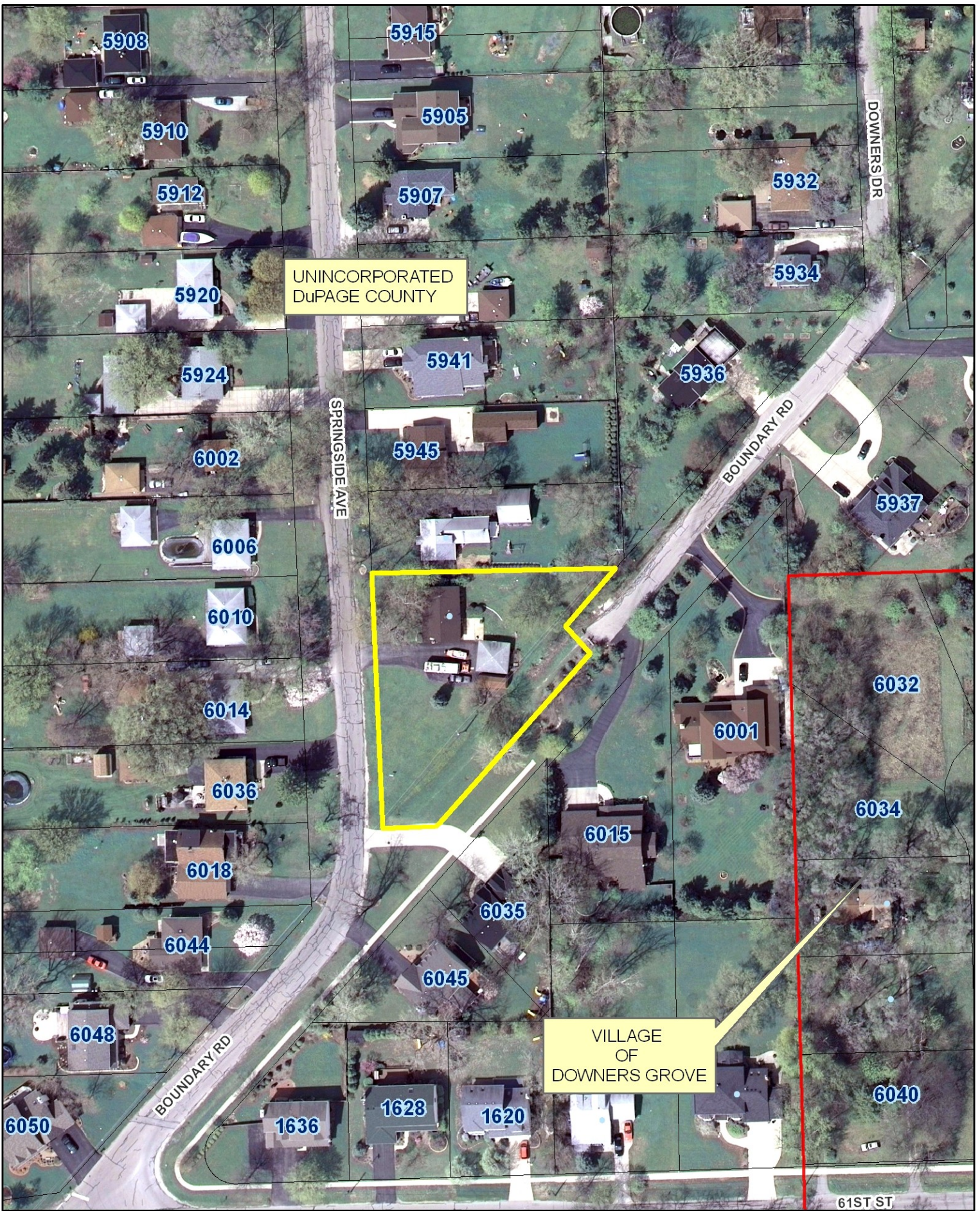
This document prepared by:
Village Attorney
Village of Downers Grove
801 Burlington Avenue
Downers Grove, IL 60515

Subscribed and sworn to before me

this 1 day of SEPT., 2005



Lynn Giebudowski
Notary Public



UNINCORPORATED
DuPAGE COUNTY

VILLAGE
OF
DOWNERS GROVE

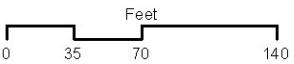
SPRINGSIDE AVE

BOUNDARY RD

DOWNERS DR



BOUNDARY RD

61ST ST



6009 SPRINGSIDE AVENUE

Legend

- Subject Property 
- Village Boundary 



**PETITION FOR ANNEXATION TO
THE VILLAGE OF DOWNERS GROVE, ILLINOIS**

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

TO: The Mayor and Village Council of the
 Village of Downers Grove
 801 Burlington Avenue
 Downers Grove, Illinois 60515-4776

The undersigned petitioner or petitioner (hereinafter referred to as the "Petitioners"), being first duly sworn on oath, hereby respectfully represent and petition as follows:

1. The Petitioners are and include (1) the owners of record of all land withing the territory (the "Territory") hereinafter more particularly described, to be annexed to the Village of Downers Grove, Illinois, pursuant to this Petition, and (2) at least 51% of the electors, if any, residing in the Territory;
2. The Territory is contiguous to the Village of Downers Grove, Illinois, and is not included within the corporate limits of any municipality;
3. The Petitioners request that the Territory, more particularly described as follows, to-wit:

Common Address: 6009 Springside Avenue, Downers Grove, IL 60516

PIN(s): 09-18-303-028
 09-18-303-029

Legal Description:

See Exhibit A

Together with any public streets or highway adjacent to or within the Territory that have not previously been annexed to any municipality to be annexed to and become a part of the Village of Downers Grove, Illinois.

4. A plat of annexation certified by a Registered Illinois Land Surveyor and including the Permanent Parcel Number of the Territory has been or will be prepared and attached hereto as an exhibit.

WHEREFORE, the Petitioners respectfully request that an ordinance be adopted by the Council of the Village of Downers Grove, Illinois, annexing the Territory to said Village and that all such other proceedings be had as are required by law to effect the annexation of the Territory to the Village of Downers Grove, Illinois.

Date: September 12, 2007

Owners:

Respectfully submitted,

Randall Haubold

Randall Haubold

Tammy Haubold

Tammy Haubold

Mailing Address:

5899 Walnut Avenue
Downers Grove, IL 60516

Telephone Numbers:

(815)814-6077

Subscribed and sworn to before me
this 12th day of September
2007.

Pamela DeBoise

Notary Public

NOTARIAL SEAL

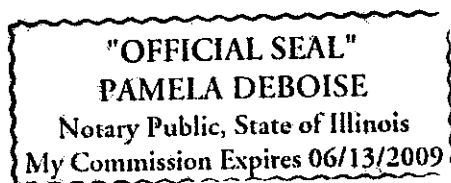


EXHIBIT A

Legal Description:

PARCEL 1 DESCRIPTION

THAT PART OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 10, AND SECTION 18, TOWNSHIP 38 NORTH, RANGE 11, ALL EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS; FURTHER DESCRIBED AS THE NORTHERLY 75.00 FEET OF THE FOLLOWING DESCRIBED PARCEL AS MEASURED AT RIGHT ANGLES THERETO THE NORTHERLY LINE OF SAID LOT 10 IN BLOCK 17:

LOT 10 IN BLOCK 17 IN DOWNERS GROVE GARDENS, BEING A SUBDIVISION IN SECTION 13, TOWNSHIP 38 NORTH, RANGE 10, AND SECTION 18, TOWNSHIP 38 NORTH, RANGE 11, ALL EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1924 AS DOCUMENT 177390, IN DUPAGE COUNTY, ILLINOIS.

AND THAT PART OF BOUNDARY ROAD LYING SOUTH OF LOT 10 IN BLOCK 17 IN DOWNERS GROVE GARDENS, A SUBDIVISION IN SECTION 18, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SECTION 13, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1924 AS DOCUMENT 177390, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SAID LOT 10 IN BLOCK 17; THENCE ON AN ASSUMED BEARING OF NORTH 44 DEGREES 09 MINUTES 15 SECONDS EAST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT 10, SAID LINE ALSO BEING THE NORTHWESTERLY LINE OS SAID BOUNDARY ROAD, 5.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID DESCRIBED COURSE, 219.43 FEET; THENCE SOUTH 39 DEGREES 43 MINUTES 45 SECONDS EAST, 30.17 FEET TO A POINT THAT IS 30.00 FEET SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF SAID BOUNDARY ROAD AS MEASURED AT RIGHT ANGLES THERETO; THENCE SOUTH 44 DEGREES 09 MINUTES 15 SECONDS WEST, ALONG A LINE THAT IS 30.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID BOUNDARY ROAD, 185.36 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 57 SECONDS WEST, 43.04 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2 DESCRIPTION

THAT PART OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 10, AND SECTION 18, TOWNSHIP 38 NORTH, RANGE 11, ALL EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS; DESCRIBED AS FOLLOWS (EXCEPT THE NORTHERLY 75.00 FEET OF THE FOLLOWING DESCRIBED PARCEL AS MEASURED AT RIGHT ANGLES THERETO THE NORTHERLY LINE OF SAID LOT 10 IN BLOCK 17):

LOT 10 IN BLOCK 17 IN DOWNERS GROVE GARDENS, BEING A SUBDIVISION IN

SECTION 13, TOWNSHIP 38 NORTH, RANGE 10, AND SECTION 18, TOWNSHIP 38 NORTH, RANGE 11, ALL EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1924 AS DOCUMENT 177390, IN DUPAGE COUNTY, ILLINOIS.

AND THAT PART OF BOUNDARY ROAD LYING SOUTH OF LOT 10 IN BLOCK 17 IN DOWNERS GROVE GARDENS, A SUBDIVISION IN SECTION 18, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SECTION 13, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1924 AS DOCUMENT 177390, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SAID LOT 10 IN BLOCK 17; THENCE ON AN ASSUMED BEARING OF NORTH 44 DEGREES 09 MINUTES 15 SECONDS EAST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT 10, SAID LINE ALSO BEING THE NORTHWESTERLY LINE OS SAID BOUNDARY ROAD, 5.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID DESCRIBED COURSE, 219.43 FEET; THENCE SOUTH 39 DEGREES 43 MINUTES 45 SECONDS EAST, 30.17 FEET TO A POINT THAT IS 30.00 FEET SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF SAID BOUNDARY ROAD AS MEASURED AT RIGHT ANGLES THERETO; THENCE SOUTH 44 DEGREES 09 MINUTES 15 SECONDS WEST, ALONG A LINE THAT IS 30.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID BOUNDARY ROAD, 185.36 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 57 SECONDS WEST, 43.04 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

ANNEXATION AGREEMENT

**GENERAL
NONCONTIGUOUS
PROPERTY**

This Agreement made and entered into this 23rd day of August, 2007, by and between the Village of Downers Grove, an Illinois municipal corporation (hereinafter referred to as the "Village") and Randall and Tammy Haubold (hereinafter referred to as the "Owners"),

WITNESSETH:

WHEREAS, the Owners are the owners of record of certain real estate, described as follows:

SEE EXHIBIT A

(hereinafter referred to as the "Property"); and

WHEREAS, the parties hereto desire that the Property be annexed to the Village on the terms and under the conditions hereafter set forth; and

WHEREAS, the Property is not located within the corporate boundaries of any municipality, but is within the planning area of the Village, as established by boundary agreements with adjacent municipalities, and is not, now, but someday may be, contiguous to the Village; and

WHEREAS, the parties wish to enter into a binding agreement with respect to the future annexation of the Property and to provide for various other matters related directly or indirectly to said future annexation, in accordance with the provisions of Ill. Comp. Stat., 65 ILCS 5/11-15.1-1; and

WHEREAS, the Village Council has determined that the future annexation of the Property would further the orderly growth of the Village and promote the general welfare of the Village,

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms and conditions herein set forth, the Owners and the Village agree as follows:

1. The provisions of the preamble herein above set forth are hereby restated and incorporated herein by reference.
2. The Owners shall submit to the Village together with this Agreement an executed Petition for Annexation. The Owners shall pay all fees associated with this Agreement including publication fees and recording fees.
3. Upon annexation, Owners agree to submit to the Village a Plat of Annexation in the form provided by law.
4. This Agreement shall be binding upon the Owners, as well as the Owners' successors, assigns and heirs. This Agreement shall constitute a covenant running with the land and shall be binding upon all persons taking any interest or right in the Property after the date of this Agreement is executed by the Village. Any person acquiring any rights or interest in the Property after the date of this Agreement shall be bound by the terms thereof and shall be deemed to have accepted and approved this Agreement in full.
5. If ownership of the Property or any portion thereof changes subsequent to the execution of this Agreement and prior to annexation as provided in Paragraph 7 below, the purchasers

shall submit to the Village a properly executed Petition for Annexation and an acknowledgment and acceptance of this Agreement in the form attached hereto as Exhibit 1 within thirty (30) days of acquiring such interest. It shall be the responsibility of the Owners and the purchaser to submit these items. Provided however the failure, refusal or neglect to submit these items shall in no way affect the continued validity of this Agreement or the Petition for Annexation set forth in Paragraph 2.

6. The Village shall record the Agreement in the office of the Recorder of Deeds of DuPage County. In addition, the Village shall record any petition executed by a subsequent or successor owner as provided in Paragraph 4 above.

7. The Owners and the Village respectively agree to do all things necessary or appropriate to cause the Property to be duly and validly annexed to the Village as promptly as practicable after the Property becomes contiguous to the Village. Upon contiguity, the Village may, at any time prior to expiration of this Agreement, annex the Property. The owner, or their successors in interest, shall assist the Village and take all actions or steps necessary, including but not limited to, preparing and executing new petitions for annexation, waivers and plats, to accomplish said annexation.

8. Upon annexation Owner(s) agrees to reimburse the Village for their portion of the real estate taxes due and owing to the respective fire protection district in accordance with Section 705/20 of the Illinois Fire Protection Act (70 ILCS 705/20).

9. The Owners may connect to the Village water system, if such system is available to the Property upon payment of the water rates and connection fees in effect on the date of application for water service or submittal of this Agreement to the Village, whichever is later. The fees and costs to be paid include, but are not necessarily limited to water system capacity charge, inspection fee, recapture fee, tap fee, connection charge, meter charge, cost of a street opening permit if connection is made after

completion of construction of the water mains, and the cost of for a water service line from the main to the structure, property or any private line.

10. The Owners may elect to pay one-half of the water system connection charge in deferred payments, without interest, by means of a surcharge on metered water equivalent to the charge for water consumption. In the event the Owners elect to pay the balance of the water system connection charge by means of a surcharge on water consumption, the Owners shall submit a properly executed lien for unpaid service charges which shall be recorded in the office of the Recorder of Deeds of DuPage County.

11. The Owners shall enjoy the same rights and abide by the same rules and regulations with respect to water service, availability, and usage as consumers and customers within the corporate limits of the Village. This provision includes, but is not limited to, any sprinkling bans or limitations which may be imposed by the Village.

12. The parties to this Agreement or their successors or assigns, may, in either law or equity, by suit, action, mandamus, injunction, or other proceedings in court, enforce and compel the performance of this Agreement, including suits for specific performance.

13. This Agreement may only be amended by written instruments signed by both parties.

14. The term of this Agreement shall be twenty (20) years from the date of execution hereof.

15. If any portion of this Agreement or ordinance enacted pursuant hereto shall be declared invalid, the same shall not affect the validity of this Agreement as a whole, other than the part so declared invalid.

16. This Agreement may be executed in multiple counterparts of duplicate originals or with

multiple signature pages each of which shall constitute and be deemed one and the same document.

17. The undersigned Owners warrant that he constitute all owners of the Property and that he have full authority and power to sign the Agreement and the petition submitted herewith and that they have not and will not take any action to change ownership in the Property until after this Agreement is recorded.

IN WITNESS WHEREOF this Agreement has been duly executed by whose names are subscribed below or on the signature pages attached hereto from time to time, and which pages are specifically incorporated herein.

OWNER(S)

By: Randall Haubold

RANDALL HAUBOLD

(print name)

By: Tammy Johnson

Tammy Johnson

(print name)

By: _____

(print name)

Subscribed and sworn to before me

this 23rd day of August, 2007.

Mary A. Johnson
Notary Public

VILLAGE OF DOWNERS GROVE

By: _____
Mayor

Attest: _____
Village Clerk

\\wp9forms\annex\usconflanz (Rev 08/2004)

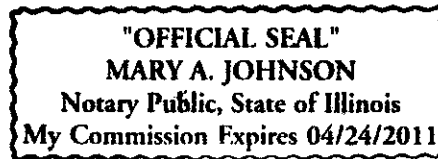


EXHIBIT A

Common Address: 6009 Springside Avenue, Downers Grove, IL 60516

PIN: 09-18-303-028

09-18-303-029

Legal Description:

PARCEL 1 DESCRIPTION

THAT PART OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 10, AND SECTION 18, TOWNSHIP 38 NORTH, RANGE 11, ALL EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS; FURTHER DESCRIBED AS THE NORTHERLY 75.00 FEET OF THE FOLLOWING DESCRIBED PARCEL AS MEASURED AT RIGHT ANGLES THERETO THE NORTHERLY LINE OF SAID LOT 10 IN BLOCK 17:

LOT 10 IN BLOCK 17 IN DOWNERS GROVE GARDENS, BEING A SUBDIVISION IN SECTION 13, TOWNSHIP 38 NORTH, RANGE 10, AND SECTION 18, TOWNSHIP 38 NORTH, RANGE 11, ALL EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1924 AS DOCUMENT 177390, IN DUPAGE COUNTY, ILLINOIS.

AND THAT PART OF BOUNDARY ROAD LYING SOUTH OF LOT 10 IN BLOCK 17 IN DOWNERS GROVE GARDENS, A SUBDIVISION IN SECTION 18, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SECTION 13, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1924 AS DOCUMENT 177390, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SAID LOT 10 IN BLOCK 17; THENCE ON AN ASSUMED BEARING OF NORTH 44 DEGREES 09 MINUTES 15 SECONDS EAST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT 10, SAID LINE ALSO BEING THE NORTHWESTERLY LINE OS SAID BOUNDARY ROAD, 5.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID DESCRIBED COURSE, 219.43 FEET; THENCE SOUTH 39 DEGREES 43 MINUTES 45 SECONDS EAST, 30.17 FEET TO A POINT THAT IS 30.00 FEET SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF SAID BOUNDARY ROAD AS MEASURED AT RIGHT ANGLES THERETO; THENCE SOUTH 44 DEGREES 09 MINUTES 15 SECONDS WEST, ALONG A LINE THAT IS 30.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID BOUNDARY ROAD, 185.36 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 57 SECONDS WEST, 43.04 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2 DESCRIPTION

THAT PART OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 10, AND SECTION 18, TOWNSHIP 38 NORTH, RANGE 11, ALL EAST OF THE THIRD PRINCIPAL MERIDIAN, IN

DUPAGE COUNTY, ILLINOIS; DESCRIBED AS FOLLOWS (EXCEPT THE NORTHERLY 75.00 FEET OF THE FOLLOWING DESCRIBED PARCEL AS MEASURED AT RIGHT ANGLES THERETO THE NORTHERLY LINE OF SAID LOT 10 IN BLOCK 17):

LOT 10 IN BLOCK 17 IN DOWNERS GROVE GARDENS, BEING A SUBDIVISION IN SECTION 13, TOWNSHIP 38 NORTH, RANGE 10, AND SECTION 18, TOWNSHIP 38 NORTH, RANGE 11, ALL EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1924 AS DOCUMENT 177390, IN DUPAGE COUNTY, ILLINOIS.

AND THAT PART OF BOUNDARY ROAD LYING SOUTH OF LOT 10 IN BLOCK 17 IN DOWNERS GROVE GARDENS, A SUBDIVISION IN SECTION 18, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SECTION 13, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1924 AS DOCUMENT 177390, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SAID LOT 10 IN BLOCK 17; THENCE ON AN ASSUMED BEARING OF NORTH 44 DEGREES 09 MINUTES 15 SECONDS EAST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT 10, SAID LINE ALSO BEING THE NORTHWESTERLY LINE OS SAID BOUNDARY ROAD, 5.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID DESCRIBED COURSE, 219.43 FEET; THENCE SOUTH 39 DEGREES 43 MINUTES 45 SECONDS EAST, 30.17 FEET TO A POINT THAT IS 30.00 FEET SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF SAID BOUNDARY ROAD AS MEASURED AT RIGHT ANGLES THERETO; THENCE SOUTH 44 DEGREES 09 MINUTES 15 SECONDS WEST, ALONG A LINE THAT IS 30.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID BOUNDARY ROAD, 185.36 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 57 SECONDS WEST, 43.04 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

NOTICE OF PENDING
ANNEXATION AGREEMENT

VILLAGE OF
DOWNERS GROVE

801 Burlington Avenue

Downers Grove, IL 60515



FRED BUCHOLZ
DUPAGE COUNTY RECORDER
SEP. 18, 2007 11:23 AM
OTHER 09-18-303-028
003 PAGES R2007-172578

Owner(s) of the property at 6009 Springside Avenue, Downers Grove, IL 60516, filed

with the Village of Downers Grove a Petition for Annexation and Annexation Agreement on

August 23, 2007. The property shown above and the subject of the annexation petition and agreement is legally described as follows:

SEE EXHIBIT A

(P.I.N.) 09-18-303-028
09-18-303-029

VILLAGE OF DOWNERS GROVE

OWNER(S)

By: *April H. Johnson*
Village Clerk

By: *Randall Haubold*
RANDALL HAUBOLD
(print name)

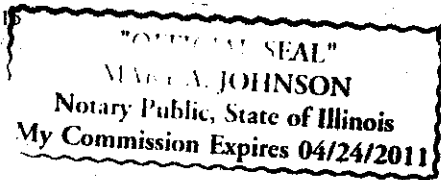
By: *TJH*
Tammy Haubold
(print name)

Prepared by &
return to:
VILLAGE CLERK
VILLAGE OF DOWNERS GROVE
801 Burlington
Downers Grove, Illinois 60515

This document prepared by:
Village Attorney
Village of Downers Grove
801 Burlington Avenue
Downers Grove, IL 60515

Subscribed and sworn to before me

this 23rd day of August, 2007



Marga A. Johnson
Notary Public

EXHIBIT A

Common Address: 6009 Springside Avenue, Downers Grove, IL 60516

PIN: 09-18-303-028
09-18-303-029

Legal Description:

PARCEL 1 DESCRIPTION

THAT PART OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 10, AND SECTION 18, TOWNSHIP 38 NORTH, RANGE 11, ALL EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS; FURTHER DESCRIBED AS THE NORTHERLY 75.00 FEET OF THE FOLLOWING DESCRIBED PARCEL AS MEASURED AT RIGHT ANGLES THERETO THE NORTHERLY LINE OF SAID LOT 10 IN BLOCK 17:

LOT 10 IN BLOCK 17 IN DOWNERS GROVE GARDENS, BEING A SUBDIVISION IN SECTION 13, TOWNSHIP 38 NORTH, RANGE 10, AND SECTION 18, TOWNSHIP 38 NORTH, RANGE 11, ALL EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1924 AS DOCUMENT 177390, IN DUPAGE COUNTY, ILLINOIS.

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PARCEL 2 DESCRIPTION

THAT PART OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 10, AND SECTION 18, TOWNSHIP 38 NORTH, RANGE 11, ALL EAST OF THE THIRD PRINCIPAL MERIDIAN, IN

DUPAGE COUNTY, ILLINOIS; DESCRIBED AS FOLLOWS (EXCEPT THE NORTHERLY 75.00 FEET OF THE FOLLOWING DESCRIBED PARCEL AS MEASURED AT RIGHT ANGLES THERETO THE NORTHERLY LINE OF SAID LOT 10 IN BLOCK 17):

LOT 10 IN BLOCK 17 IN DOWNERS GROVE GARDENS, BEING A SUBDIVISION IN SECTION 13, TOWNSHIP 38 NORTH, RANGE 10, AND SECTION 18, TOWNSHIP 38 NORTH, RANGE 11, ALL EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1924 AS DOCUMENT 177390, IN DUPAGE COUNTY, ILLINOIS.

AND THAT PART OF BOUNDARY ROAD LYING SOUTH OF LOT 10 IN BLOCK 17 IN DOWNERS GROVE GARDENS, A SUBDIVISION IN SECTION 18, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SECTION 13, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1924 AS DOCUMENT 177390, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SAID LOT 10 IN BLOCK 17; THENCE ON AN ASSUMED BEARING OF NORTH 44 DEGREES 09 MINUTES 15 SECONDS EAST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT 10, SAID LINE ALSO BEING THE NORTHWESTERLY LINE OF SAID BOUNDARY ROAD, 5.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID DESCRIBED COURSE, 219.43 FEET; THENCE SOUTH 39 DEGREES 43 MINUTES 45 SECONDS EAST, 30.17 FEET TO A POINT THAT IS 30.00 FEET SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF SAID BOUNDARY ROAD AS MEASURED AT RIGHT ANGLES THERETO; THENCE SOUTH 44 DEGREES 09 MINUTES 15 SECONDS WEST, ALONG A LINE THAT IS 30.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID BOUNDARY ROAD, 185.36 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 57 SECONDS WEST, 43.04 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.