

**VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL WORKSHOP
JANUARY 13, 2008 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
Public Hearing for Proposed Pre-Annexation Agreements – 7450 Webster and 5866 Chase	Resolution Ordinance Motion ✓ Discussion Only	Tom Dabareiner, AICP Community Development Director

SYNOPSIS

A public hearing has been noticed to consider the proposed pre-annexation agreements for the properties located at 7450 Webster and 5866 Chase Avenue.

STRATEGIC PLAN ALIGNMENT

The Five Year Plan and Goals for 2008-2013 identified *Exceptional Municipal Organization*. A supporting objective is *Top-quality Core Services Responsive to Current and Future Community and Resident Needs*.

FISCAL IMPACT

N/A.

RECOMMENDATION

N/A.

BACKGROUND

A public hearing has been called by the Village Council to consider the proposed pre-annexation agreements for 7450 Webster and 5866 Chase Avenue. Notice of this hearing was published in the Downers Grove Reporter on December 17, 2008.

A summary of the procedures for the public hearing is as follows:

1. The Mayor will ask the Village Manager to summarize the pre-annexation agreements and identify the properties involved.
2. The Mayor will ask any representatives of the owner who may be present to make a brief presentation regarding the proposed pre-annexations.
3. The Village Council will then have the opportunity to ask questions or make comments.
4. Members of the public will then be offered the opportunity to ask a question or make a comment regarding the proposed pre-annexations.
5. The hearing will then adjourn.

ATTACHMENTS

N/A.

**PROCEDURES FOR PUBLIC HEARING
ANNEXATION AGREEMENTS**

1. Mayor calls hearing to order.

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 7450 Webster and 5866 Chase Avenue.

Notice of this hearing was published in the Downers Grove Reporter on December 17, 2008.

2. Mayor summarizes procedures to be followed.

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

1. I will ask the Manager to summarize the annexation agreements and identify the properties involved.

2. I will ask any representatives of the owner who may be present this evening to make a brief presentation regarding the annexation agreement or the properties involved.

3. The Village Council will thereafter have the opportunity to ask questions or make comments.

4. Members of the public will then be offered an opportunity to ask a question or make a comment regarding the petition. Statements may be presented for the record, either written or oral, and any petitions or other documents or information relevant to this public hearing may be submitted at this time.

5. Thereafter we will adjourn the hearing.

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 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. The proposed agreements will be placed on public file and, if authorized by the Village Council, approval scheduled for a future active agenda.

3. Manager summarizes.

The Village of Downers Grove has received proposed annexation agreements from the owners of certain properties located within the Village's planning jurisdiction. Pursuant to Section 25-41 of the Downers Grove Municipal Code, and Ordinances 3528 through 3532, adopted January 4, 1993, the Village Council has authorized the connection of these properties to the Village's water system upon submittal of a properly

completed annexation agreement and payment of applicable fees. These agreements are on forms provided by the Village and provide for actual annexation to occur as follows:

7450 Webster - Once the property becomes contiguous to the Village , or at time of request by owner, whichever occurs first.

5866 Chase Avenue - Once the property becomes contiguous to the Village , or at time of request by owner, whichever occurs first.

No rezoning or other land use approvals are requested with these annexation agreements. As such the properties will be classified as R-1 Single-Family Residence District upon annexation.

- 4. Statement, if any, by representatives of the owner.**
- 5. Questions or comments from the Village Council.**
- 6. Questions or comments from the public.**
- 7. Adjournment.**

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL WORKSHOP
JANUARY 13, 2009 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Pre-Annexation Agreement for 7450 Webster Street and 5866 Chase Road	Resolution ✓ Ordinance Motion Discussion Only	Tom Dabareiner, AICP Community Development Director

SYNOPSIS

Ordinances have been prepared for voluntary pre-annexation agreements for 7450 Webster Street and 5866 Chase Road.

STRATEGIC PLAN ALIGNMENT

The Five Year Plan and Goals for 2008-2012 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.

RECOMMENDATION

Approval on the January 20, 2009 active agenda following a public hearing.

BACKGROUND

The subject properties are currently unincorporated and within the Village's ultimate boundary. The property owners currently utilize private wells and wish to connect to the Village's water distribution system. The properties are not contiguous to the Village. As such, the property owners are requesting pre-annexation by signing pre-annexation agreements with the Village. The agreements will permit the owners to connect to the water system.

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 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 Workshop on January 13, 2009.

ATTACHMENTS

Resolution
Plat of Surveys
Aerial Maps
Petition for Annexation
Notice of Pending Annexation Agreement
Annexation Agreement

RESOLUTION _____

**A RESOLUTION AUTHORIZING EXECUTION OF
ANNEXATION AGREEMENTS FOR THE PROPERTIES LOCATED AT
7450 WEBSTER AND 5866 CHASE AVENUE**

WHEREAS, there has been submitted for Village Council consideration proposed Annexation Agreements for the properties commonly known as 7450 Webster and 5866 Chase Avenue; and,

WHEREAS, the Village Council held a public hearing on the proposed Annexation Agreements on January 13, 2009.

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

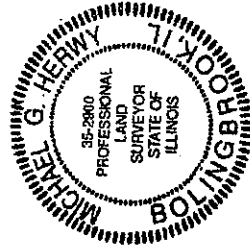
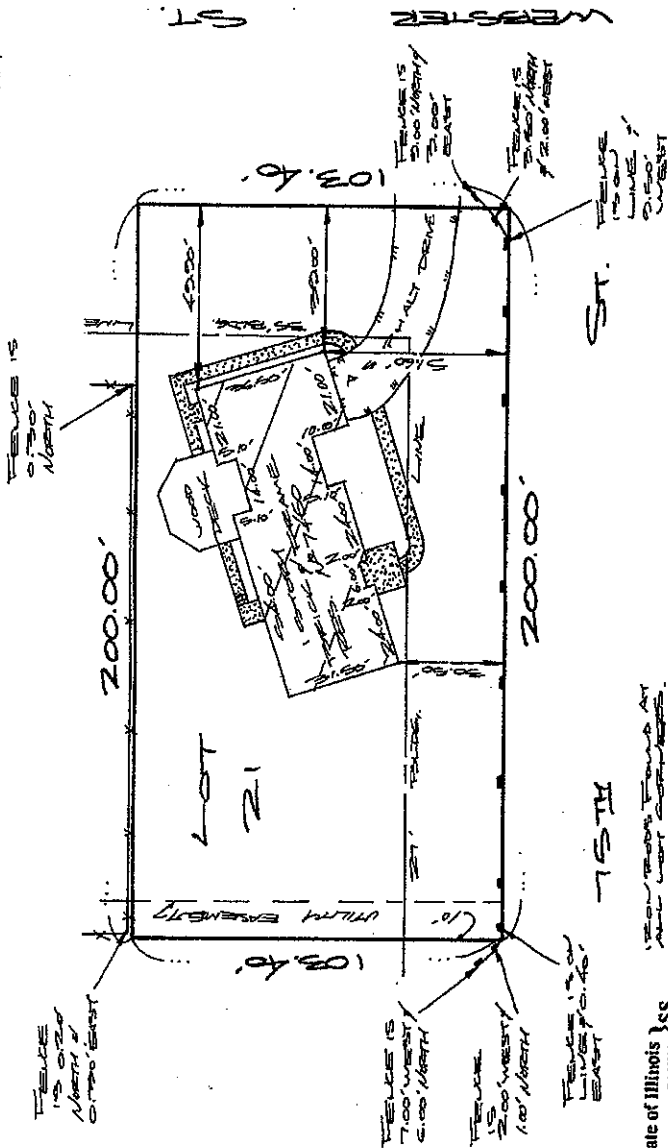
Residential Surveying Service P.C.

108 Lee Lane Bolingbrook IL 60440

PH (630) 759-0205 FAX (630) 759-9291

PLAT OF SURVEY

LOT 21 IN GRANDVIEW ESTATES UNIT #2, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 25, 1956 AS DOCUMENT 821230 IN DUPAGE COUNTY, ILLINOIS.



State of Illinois }
County of Will } SS

I, Michael G. Hermy, an Illinois Professional Land Surveyor, do hereby certify that I have surveyed the parcel of land hereon described and that the Plat hereon drawn is a correct representation of said survey.

Dated, this 21st day of MAY, A.D., 19 97, at Bolingbrook, Illinois.

Michael G. Hermy
Illinois Professional Land Surveyor No. 35-2800

CLIENT MUNIR

JOB No. 20675-97

For Building Lines, Easements and Other Restrictions not shown hereon refer to your Deed, Title Policy, Ordinance, etc.

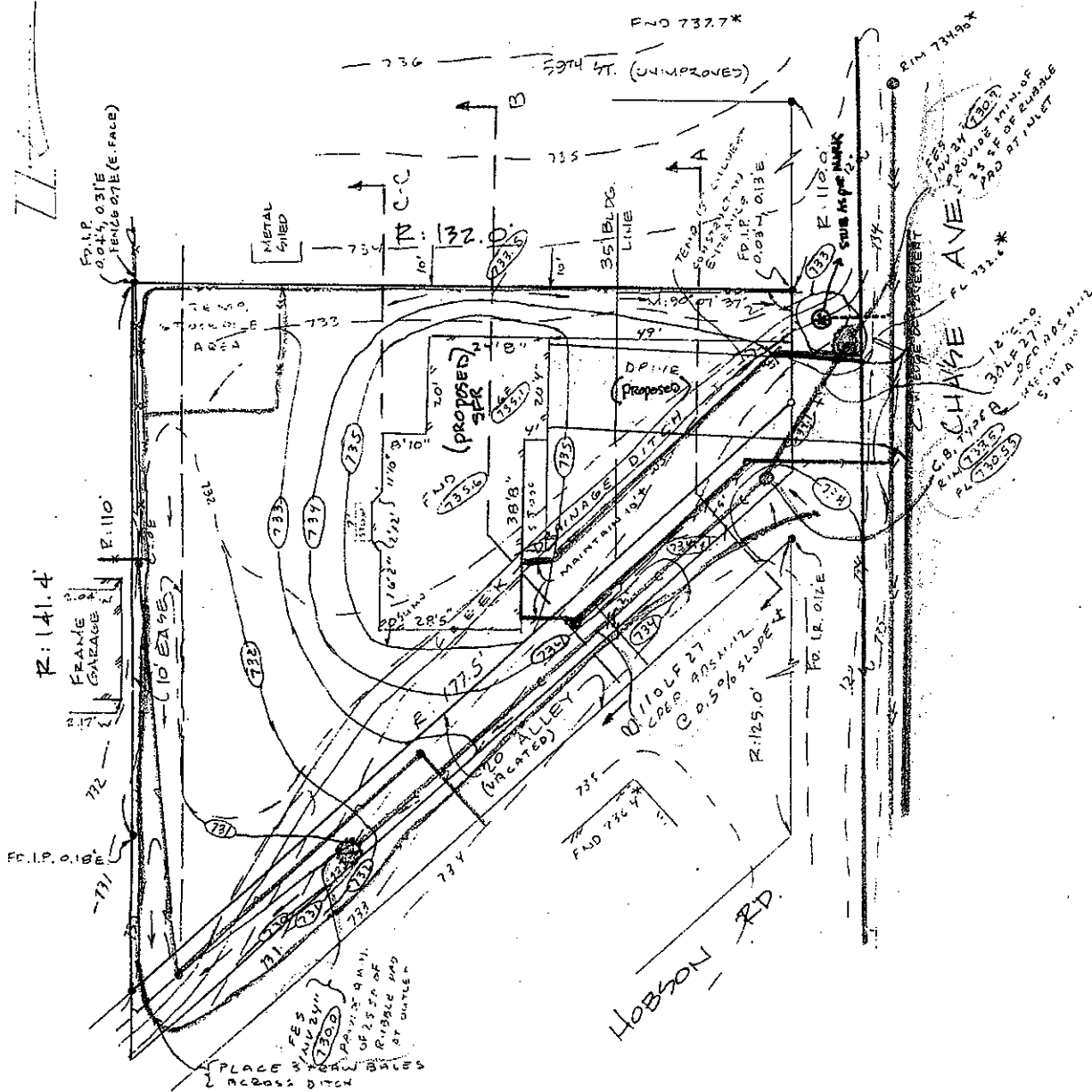


7450 WEBSTER

P L A T O F S U R V E Y

Parcel 1: Lot 3 in Block 3 in Downers Grove Park, being a subdivision of part of the South Half of Section 13, Township 38 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded March 23, 1927 as Document 232126, in DuPage County, Illinois.

Parcel 2: The North 1/2 of the vacated alley lying Southeasterly of and adjacent to said Lot 3 in Block 3 in Downers Grove Park aforesaid.



5866 CHASE

Legend	
R - record distance	CH - chord
M - measured distance	● - Found iron
D - deed	○ - Set iron
Concrete shown shaded	—○— Utility pole and wires
-X-X-X-	Fence line
▬▬▬	Limits of building
Scale 1" = 20 feet	

SCHLAF-SEDIG & ASSOCIATES, INC.
1030 Summerfield Drive
Roselle, Illinois 60172
(630) 924-7100

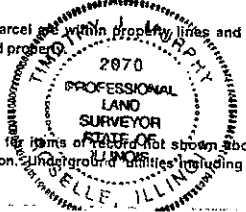
Date of Survey MAY 31 1997
State of Illinois _____
County of DuPage _____

I hereby certify that the above described property has been surveyed, under my supervision, according to the official record and that the above plat correctly represents said survey. All distances are in feet and decimals thereat.

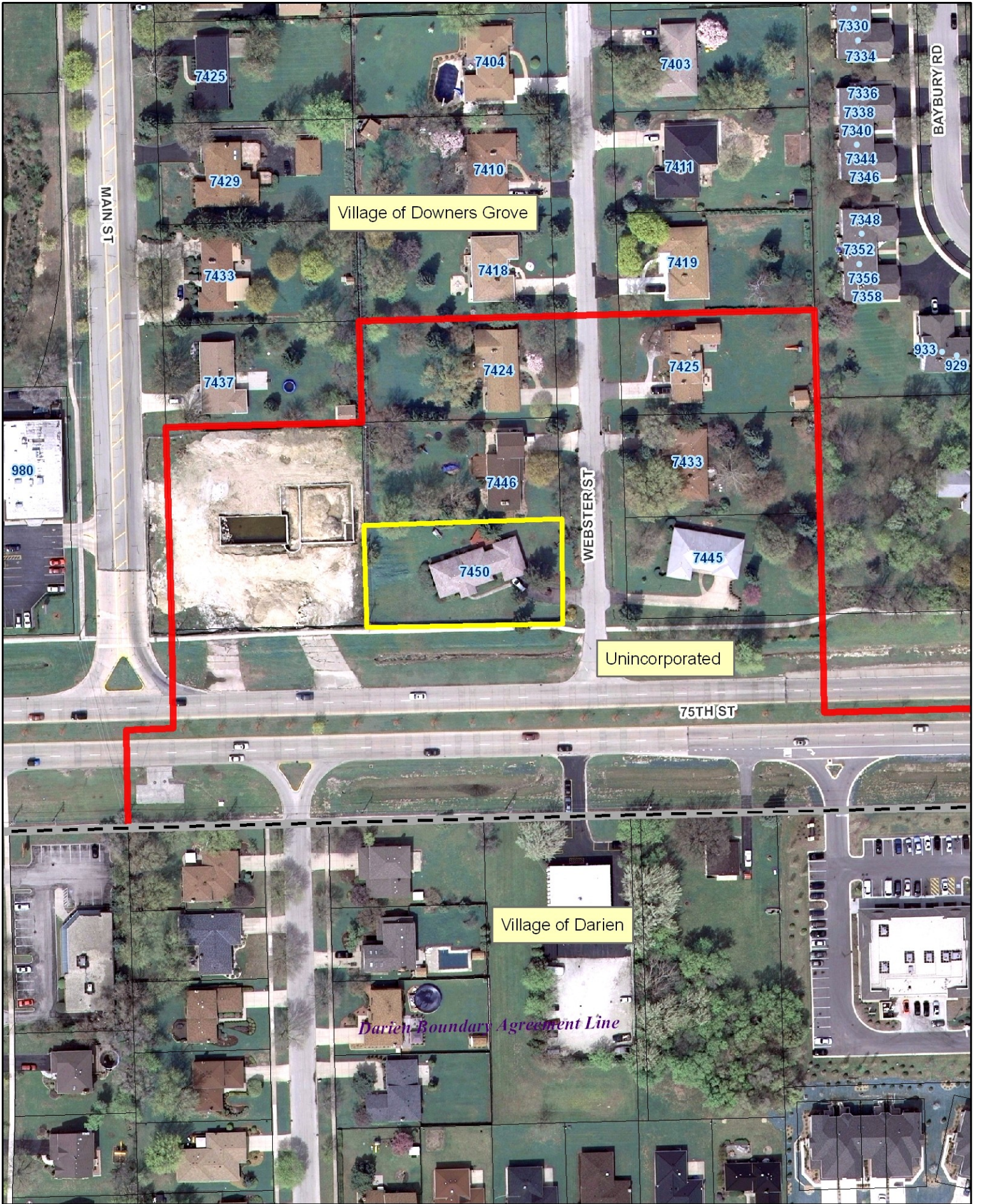
I hereby certify that unless otherwise shown, the buildings on the parcel are within property lines and the adjoining visible improvements do not encroach on the above described property.

Timothy J. Murphy

TIMOTHY J. MURPHY



Compare the description of this plat with deed. Refer to title policy for items of title not shown above. Unless otherwise noted, utilities within easements are not shown hereon. Underground utilities including but not limited to conduits and cables (if any) have not been shown hereon.



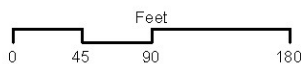
Village of Downers Grove

Unincorporated

Village of Darien

Darien Boundary Agreement Line

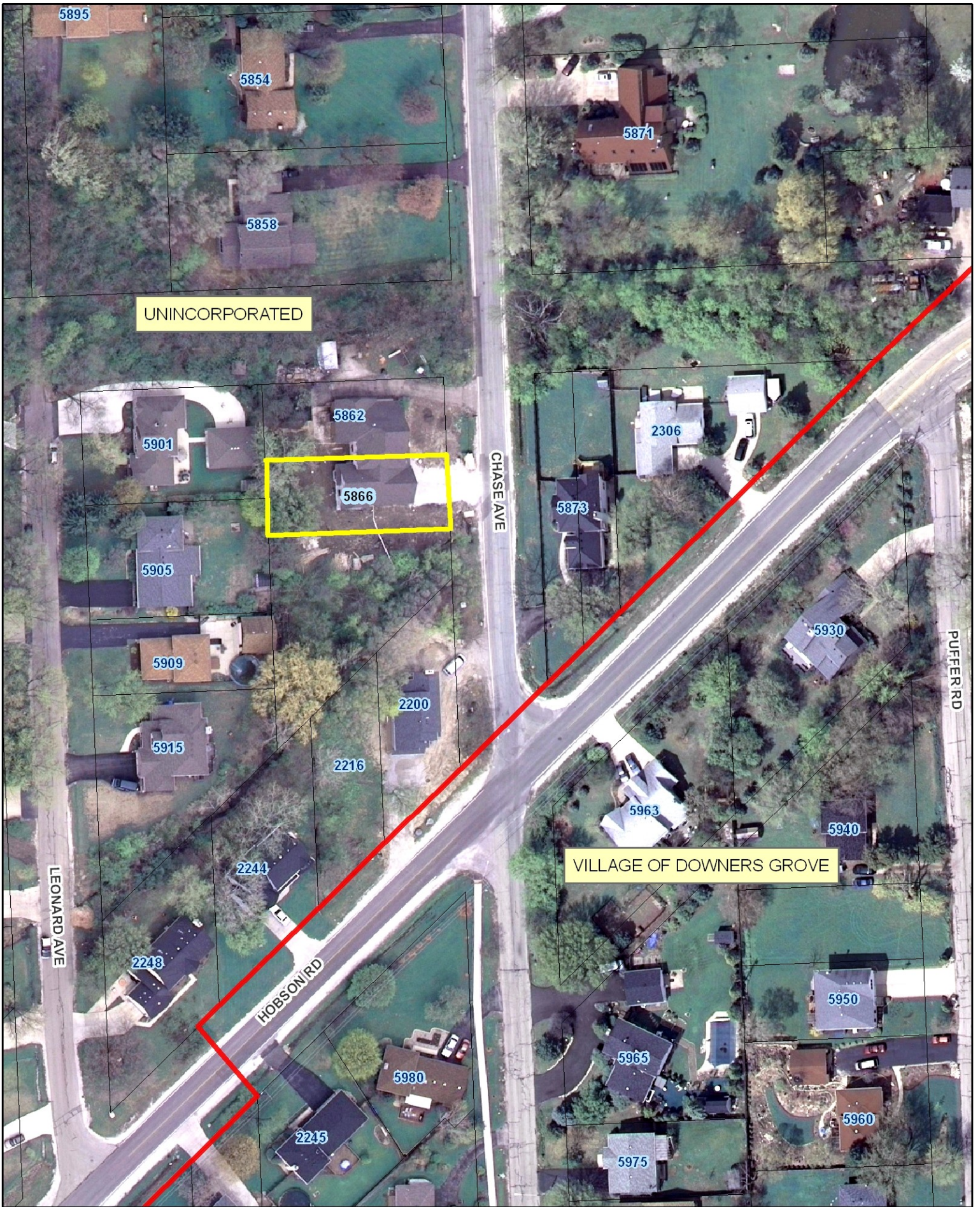
7450 Webster Street



Legend

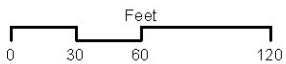
- Subject Property 
- Village Boundary 







UNINCORPORATED

VILLAGE OF DOWNERS GROVE



5866 CHASE ROAD

Legend

- Subject Property 
- Village Boundary 





\$60 Processing Fee
7450 Webster

**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 21 IN GRANDVIEW ESTATES UNIT #2, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 25, 1956 AS DOCUMENT 821230 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: NOVEMBER 7 20 08

Respectfully submitted,

Owners:

ZARINA JEELANI

Zarina Jeelani

Mailing Address:

P O BOX 1142

BOLINGBROOK, IL 60440

Telephone Numbers:

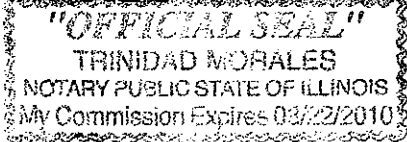
(630) 802 - 7939

Subscribed and sworn to before me
this 10th day of November
20 08.

Trinidad Morales

Notary Public

NOTARIAL SEAL



Electors (if any)



\$60 Processing Fee
5866 Chase Avenue

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

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

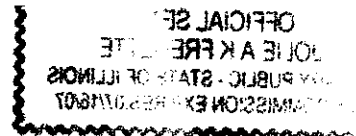
TO: The Mayor and Village Council of the
Village of Downers Grove
801 Burlington Avenue
Downers Grove, Illinois 60515-4776

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 3 in Block 3 in Downers Grove Park, a subdivision of part of the south half of section 13, township 38 north, range 10 east of the third principal meridian, according to the plat thereof recorded March 23, 1927 as document No. 232126 and plat of alley vacation and easement reservation recorded the 4th day of August, 2000 as document No. R2000-154405 in DuPage County, Illinois.

PIN: 08-13-401-016
cna: 5866 Chase Avenue



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: May 24 2007

Respectfully submitted,

Owners:

[Handwritten Signature]

Mailing Address:

Sharon Mamula
1721 OXNARD DRIVE
DOWNERS GROVE, IL 60516

Telephone Numbers:

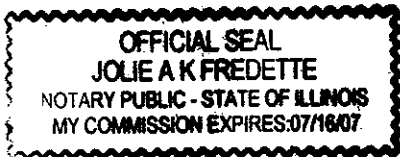
630-852-1312

Subscribed and sworn to before me

this 24 day of May

20 07
Jolie A. K. Fredette
Notary Public

NOTARIAL SEAL



Electors (if any)

**NOTICE OF PENDING
ANNEXATION AGREEMENT**

**VILLAGE OF
DOWNERS GROVE**

ZARINA JEELANI

Owner(s) of the property at 7450 WEBSTER ST., DOWNERS GROVE, IL 60515, filed with the Village of Downers Grove a Petition for Annexation and Annexation Agreement on NOVEMBER 7, 2008. The property shown above and the subject of the annexation petition and agreement is legally described as follows:

LOT 21 IN GRANDVIEW ESTATES UNIT #2, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 25, 1956 AS DOCUMENT 821230 IN DUPAGE COUNTY, ILLINOIS.

(P.I.N.: 0929-104-018)

VILLAGE OF DOWNERS GROVE

By: _____
Village Clerk

OWNER(S)

By: Zarina Jeelani

ZARINA JEELANI

(print name)

By: Zarina Jeelani

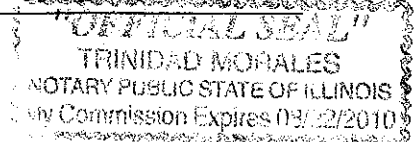
(print name)

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

Subscribed and sworn to before me

this 10 day of November, 2008

Trinidad Morales
Notary Public



**NOTICE OF PENDING
ANNEXATION AGREEMENT**

**VILLAGE OF
DOWNERS GROVE**

Nicholas S. Mamula

& Sharon J. Mamula

Owner(s) of the property at 5806 CHASE AVENUE, filed
with the Village of Downers Grove a Petition for Annexation and Annexation Agreement on
May 24, 2007. The property shown above and the subject of the annexation petition
and agreement is legally described as follows:

Lot 3 in Block 3 in Downers Grove Park, a subdivision of part of the south half of section 13, township 38 north, range 10 east of the third principal meridian, according to the plat thereof recorded March 23, 1927 as document No. 232126 and plat of alley vacation and easement reservation recorded the 4th day of August, 2000 as document No. R2000-154405 in DuPage County, Illinois.

PIN: 08-13-401-016
cna: 5866 Chase Avenue

(P.I.N.: 08-13-401-016)

VILLAGE OF DOWNERS GROVE

By: [Signature]
Village Clerk

OWNER(S)
[Signature]

By: _____
NICHOLAS S. MAMULA
(print name)

By: [Signature]
SHARON J. MAMULA
(print name)

This document prepared by:
Village Attorney
Village of Downers Grove
801 Burlington Avenue
Downers Grove, IL 60518



Subscribed and sworn to before me

this 24 day of May, 2007
[Signature]
Notary Public

Prepared by + return to:

VILLAGE CLERK
VILLAGE OF DOWNERS GROVE
801 Burlington
Downers Grove, Illinois 60518

ANNEXATION AGREEMENT

**GENERAL
NONCONTIGUOUS
PROPERTY**

This Agreement made and entered into this 7th day of NOVEMBER, 2008, by and between the Village of Downers Grove, an Illinois municipal corporation (hereinafter referred to as the "Village") and ZARINA JEELANI (hereinafter referred to as the "Owners"),

WITNESSETH:

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

LOT 21 IN GRANDVIEW ESTATES UNIT #2, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 25, 1956 AS DOCUMENT 821230 IN DUPAGE COUNTY, ILLINOIS.

PIN 09-29-104-018

(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: Trinidad J. Jeelani

ZARINA JEELANI
(print name)

By: _____

(print name)

By: _____

(print name)

VILLAGE OF DOWNERS GROVE

By: _____
Mayor

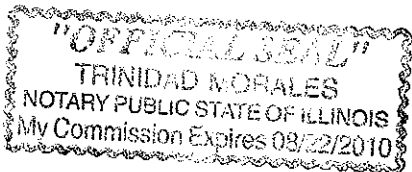
Attest: _____
Village Clerk

1:\wp\forms\annex\annexcontl.txt (Rev 08/2004)

Subscribed and sworn to before me

this 10th day of Nov., 2008.

Trinidad Morales
Notary Public



ANNEXATION AGREEMENT

GENERAL
NONCONTIGUOUS
PROPERTY

This Agreement made and entered into this 24th day of May, 2007, by and between the Village of Downers Grove, an Illinois municipal corporation (hereinafter referred to as the "Village") and Nicholas S. & Sharon J. Mamula (hereinafter referred to as the "Owners"),

WITNESSETH:

WHEREAS, the Owners are the owners of record of certain real estate, described as follows: Lot 3 in Block 3 in Downers Grove Park, a subdivision of part of the South Half of Section 13, Township 38 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded March 23, 1927 as Document No. 232126 and plat of alley vacation and easement reservation recorded the 4th day of August, 2000 as Document R2000-154405 in DuPage County, Illinois Commonly known as 5866 Chase Avenue, Downers Grove, IL (PIN 08-13-401-016)

(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: [Signature]
NICHOLAS S. MAMULA
(print name)

SPW By: [Signature]
SHARON J. MAMULA
(print name)

VILLAGE OF DOWNERS GROVE

By: _____
Mayor

Attest: _____
Village Clerk

11/24/06/10:00 AM/10:00 AM/07/07/2007

By: [Signature]
Jolie A K Fredette
(print name)

Subscribed and sworn to before me

this 25 day of May, 2007

[Signature]
Notary Public

