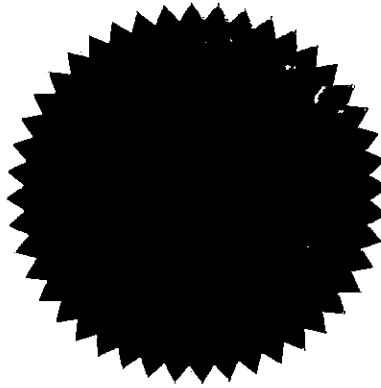


5105  
ORDINANCE 5106

PAMPHLET

ANNEXATION AGREEMENT  
ANNEXING CERTAIN TERRITORY

0S651 WESTMORE/MEYERS ROAD



PUBLISHED IN PAMPHLET FORM THIS 26<sup>TH</sup> DAY OF April, 2002.  
BY ORDER OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF LOMBARD,  
DUPAGE COUNTY, ILLINOIS.

*Suzan L. Kramer*

Suzan L. Kramer

Village Clerk

AN ORDINANCE AUTHORIZING THE  
EXECUTION OF AN ANNEXATION AGREEMENT

(BOT 02-04: 0S651 Westmore/Meyers)

(See also Ordinance No.(s) \_\_\_\_\_ 5106 )

WHEREAS, it is in the best interest of the Village of Lombard, DuPage County, Illinois that a certain Annexation Agreement (hereinafter the "Agreement") pertaining to the property generally located at 0S651 Westmore/Meyers, Lombard, Illinois to be entered into; and, WHEREAS, the Agreement has been drafted and a copy is attached hereto and incorporated herein as Exhibit "A"; and,

WHEREAS, the developer and the legal owners of the lots of record, which are the subject of said Agreement, are ready, willing and able to enter into said Agreement and to perform the obligations as required thereunder; and,

WHEREAS, the statutory procedures provided in Chapter 65 ILCS 5/11-15.1-1 through 5/11-15.1-5, as amended, for the execution of said Agreement have been complied with; a hearing on said Agreement having been held, pursuant to proper notice, by the President and Board of Trustees on April 18, 2002.

NOW, THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS, as follows:

SECTION 1: That the Village President and Village Clerk be and hereby are authorized to sign and attest to the Agreement attached hereto and marked Exhibit "A", by and between the Village of Lombard; and,

SECTION 2: This ordinance is limited and restricted to the property generally located at 0S651 Westmore/Meyers, Lombard, Illinois containing .59 acres more or less and legally described as follows:

LOTS 37, 38, & 39 IN YORK CENTER SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL

MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 10, 1927 AS DOCUMENT NO. 227804, IN DUPAGE COUNTY, ILLINOIS. TOGETHER WITH THE WESTMORE AVENUE RIGHT-OF-WAY LYING NORTHERLY OF THE SOUTH LINE OF LOT 37 AND IT'S WESTLY EXTENSION AND SOUTHERLY OF THE SOUTH LINE OF MORRIS AVENUE AND IT'S EASTERLY EXTENSION.

Parcel Index Number: 06-16-314-010

SECTION 3: This ordinance shall be in full force and effect from and after its passage and approval as provided by law.

Passed on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

First reading waived by action of the Board of Trustees this 18th day of April, 2002.

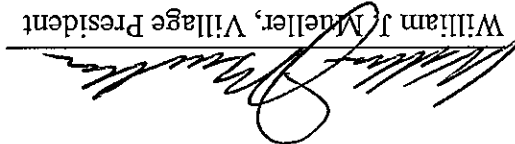
Passed on second reading this 18th day of April, 2002.

Ayes: President Mueller, Trustees Destephano, Tross, Koenig, Sebby, & Florey

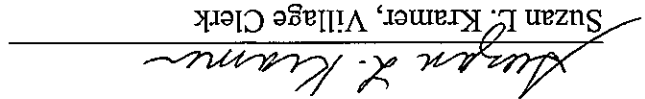
Nays: None

Absent: Trustee Soderstrom

Approved this 18th day of April, 2002.

  
William J. Mueller, Village President

ATTEST:

  
Suzan L. Kramer, Village Clerk

**ANNEXATION / UTILITIES SERVICE AGREEMENT**

THIS ANNEXATION / UTILITIES SERVICE AGREEMENT (Hereinafter referred to as "the AGREEMENT") dated the 18 day of January, 2002, by and between the Village of Lombard, a municipal corporation of the County of DuPage, State of Illinois (hereinafter referred to as "the VILLAGE") and John + Ellen Mein (hereinafter referred to as "the OWNER");

**W I T N E S S E T H :**

WHEREAS, the VILLAGE currently operates and maintains a watermain located in the right-of-way of Westmore-Meyers Road; and

WHEREAS, the OWNER is the legal title holder of certain REAL ESTATE legally

described on EXHIBIT "A" attached hereto and made a part hereof as if fully set forth herein, (sometimes hereinafter referred to as "the REAL ESTATE") which REAL ESTATE is located at 0S651 Westmore-Meyers Road and has access to the watermain and is not within the corporate limits of any City or Village; and

WHEREAS, the REAL ESTATE is presently developed as single family residence; and

WHEREAS, the sanitary sewer and water service line to be constructed on the REAL

ESTATE are to be constructed according to certain plans and specifications submitted for review and approved by the VILLAGE; and

WHEREAS, the OWNER desires that the VILLAGE provide sanitary sewer service and

water supply to the REAL ESTATE to such capacity and in such amounts as will adequately

service the needs thereof; and

WHEREAS, the VILLAGE, prior to providing sanitary sewer service and water supply

to the REAL ESTATE, desires to enter into contractual agreements with the OWNER as to the

terms and conditions under which such service and supply will be commenced and maintained;

and

WHEREAS, the water supply rate for unincorporated areas is typically double the rate

for areas within the Village; and

WHEREAS, the sanitary sewer and water connection fees for unincorporated areas are

typically the same fees for areas within the Village; and

**WHEREAS**, the OWNER desires to take advantage of a 50% reduction in sanitary sewer and water connection fees and to pay the in-Village rate for water supply, as referenced above, by entering into an Annexation/Utilities Service Agreement with the VILLAGE; and

**WHEREAS**, the OWNER desires to take advantage of a ten (10) year property tax rebate or until the property is sold, whichever occurs first, for the Village's portion of the property tax; and

**WHEREAS**, the OWNER and any future subdivided properties desires to take advantage of a 50% reduction in sanitary sewer and water connection fees and to pay the in-Village rate for water supply, as referenced above, by entering into an Annexation/Utilities Service Agreement with the VILLAGE.

**NOW THEREFORE**, in consideration of the foregoing premises and in further consideration of the mutual covenants, agreements and conditions herein contained, and other good and valid consideration, the parties hereto agree as follows:

1. OWNER, agrees to comply with Title 5, Chapter 50, Section 50.010, Subsection C of the Lombard Village Code which reads as follows: In the event the proper sanitary or combined sewer is located within 250 feet (76.2 meters) of any property line of an existing single family residence that is annexed to the Village, the property owner(s) shall not be required to make the necessary connection to the sewer unless one of the following events occurs:

- A. Significant health concerns exist because the current sanitary disposal system is inadequate to handle the sewage from the residence including, but not limited to, the failure of the private sanitary disposal system; or
- B. A right-of-way construction or reconstruction project causes the right-of-way abutting the residence to be opened up such that access to the sewer main is made available to the property owner without need for the property owner to open up the right-of-way at his/her own cost; or
- C. The property is sold, transferred or conveyed to another party. In regard to subsection (3) above, the connection shall be made concurrent or in close proximity to the date of sale and in no event more than 90 days after notice from the Village to do so. A

notice setting forth the provisions of this subsection C shall be recorded at the time of the annexation of the property in question to the Village; or

D. The property is subdivided.

2. OWNER, agrees to comply with Title 5, Chapter 51, Section 51.01, Subsection C of the Lombard Village Code which reads as follows: In the event the proper watermain is located within 250 feet (76.2 meters) of any property line of an existing single family residence that is annexed to the Village, the property owner(s) shall not be required to make the necessary connection to the watermain unless one of the following events occurs:

A. Significant health concerns exist because the current water supply system is inadequate to supply safe water to the residence including, but not limited to, the failure of the well; or

B. A right-of-way construction or reconstruction project causes the right-of-way abutting the residence to be opened up such that access to the watermain is make available to the property owner without need for the property owner to open up the right-of-way at his/her own cost; or

C. The property is sold, transferred or conveyed to another party. In regard to subsection (3) above, the connection shall be made concurrent or in close proximity to the date of sale and in no event more than 90 days after notice from the Village to do so. A notice setting forth the provisions of this subsection C shall be recorded at the time of the annexation of the property in question to the Village; or

D. The property is subdivided.

3. OWNER agrees to convey any new and/or existing sanitary sewer and watermain, and all facilities incidental thereto, to the VILLAGE by executing such appropriate documents as are necessary to vest title thereto in the Village.

4. Upon the payment by the OWNER to the VILLAGE of 50% of the typical sanitary sewer and water connection fees under the applicable codes and ordinances of the VILLAGE, the VILLAGE will allow the OWNER to connect to the VILLAGE'S sanitary sewer

system and watermain as necessary and available to provide sanitary sewer service and water supply to the REAL ESTATE.

5. Subsequent to such connections, the VILLAGE, subject to all rules, regulations and ordinances of the VILLAGE, will supply sanitary service and, at the Village rate will supply water to the REAL ESTATE to such capacity and in such amounts as will adequately service the REAL ESTATE under its aforesaid intended usage, provided however;

A. That the improvements to be constructed pursuant to the aforesaid plans and specifications are not to be changed, altered, varied, or modified from the provisions of said plans and specifications without the expressed written authorization of the VILLAGE, signed by the Director of Community Development or someone authorized to act in his/her stead.

B. OWNER will pay promptly upon request, all rates, fees and charges for such service and supply in effect for in-Village service and supply at the time of such connections or which may be thereafter from time to time imposed therefor by the VILLAGE.

C. Immediately upon the REAL ESTATE becoming contiguous to the VILLAGE and upon receipt of a written request from the VILLAGE, signed by the Village President or Village Clerk, OWNER will execute and file with the VILLAGE a petition requesting annexation to the VILLAGE of the REAL ESTATE or any part thereof as may be so requested by the VILLAGE.

6. The VILLAGE agrees to rebate the VILLAGE'S portion of the REAL ESTATE tax for ten (10) years or until the property is sold, whichever occurs first.

OWNER will execute such petition as the legal titleholder of the REAL ESTATE and as elector residing thereon, if such is the case.

In the event there are other electors residing upon the REAL ESTATE who are not parties to this agreement, OWNER will obtain the signatures of such electors upon the petition, if requested to do so by the VILLAGE.

In the event, at the time such request is made by the VILLAGE, it is necessary to obtain the signatures of persons other than the OWNER of the REAL ESTATE and the electors residing

thereon upon such petition, OWNER will obtain such signatures if requested to do so by the

VILLAGE.

(D) OWNER shall not reimburse the VILLAGE for the following expenses and costs

incurred by the VILLAGE in the preparation of this AGREEMENT: (1) Attorneys fees and expenses; (2) Surveyors fees and expenses; (3) plan review fees.

4. This AGREEMENT and each and all of the covenants, obligations and conditions

hereof, shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the OWNER and the successors in office of the officers of the

VILLAGE, and any successor municipal corporation of the VILLAGE.

5. All notices given under this AGREEMENT shall be given in writing by

depositing the same in the United States Mail, registered or certified, postage prepaid, enclosed in an envelope addressed to the party to be notified, as follows:

IF to OWNER, to:

*Mr & Mrs John A. Norn  
651 Niagara Rd.  
Lombard, IL 60148*

IF to VILLAGE, to:

Director of Community Development  
VILLAGE OF LOMBARD  
255 E. Wilson Avenue  
Lombard, IL 60148-3931

or at any other address that any of the respective parties may, in writing, indicate for such party.

7. Failure of any party to this AGREEMENT to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.



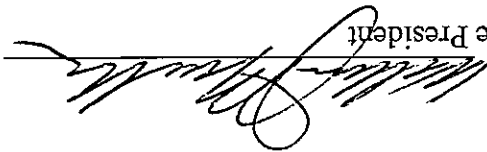
8. This AGREEMENT sets forth all promises, inducements, agreements, conditions and understandings between OWNER and the VILLAGE relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings either oral or written, expressed or implied between them, other than are herein set forth. No subsequent alteration, amendment, change or addition to the AGREEMENT shall be binding upon the parties hereto unless reduced to writing and signed by them.

9. The submission of this AGREEMENT for examination does not constitute an offer to enter into the AGREEMENT and this AGREEMENT becomes effective only upon execution thereof by the parties hereto.

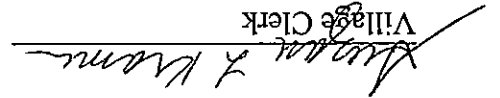
10. This AGREEMENT, upon signing by all parties hereto, may be recorded by the VILLAGE in the office of the Recorder of Deeds of DuPage County, Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

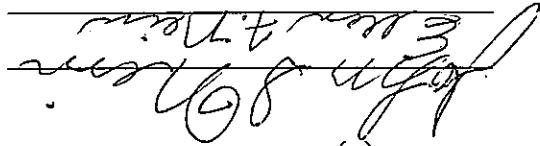
VILLAGE OF LOMBARD  
DUPAGE COUNTY, ILLINOIS

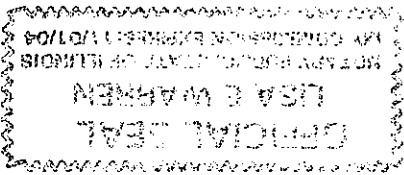
By:   
Village President

ATTEST:

  
Village Clerk

OWNER(S):

  
E. Lee A. Klein

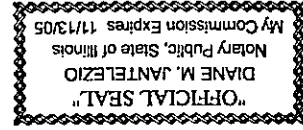


Lisa E. Warner  
Notary Public

Given under my hand and seal this 18<sup>th</sup> day of January, 2002.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that John & Ellen Heim, personally known to me to be respectively the OWNERS of 05651 Meyer Road, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such OWNER, he signed and delivered the said instrument as OWNER of said 05651 Meyer Road.

STATE OF ILLINOIS )  
) SS. ) DuPage  
) COUNTY OF )



*Diane M. Jantelizio*  
Notary Public

Given under my hand and seal this 25<sup>th</sup> day of April, 2003.

set forth.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that WILLIAM J. MUELLER and SUZAN L. KRAMER, personally known to me to be respectively the Village President and Clerk of the Village of Lombard, DuPage County, Illinois, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Village President and Clerk they signed and delivered the said instrument as Village President and Clerk of said Village, and caused the corporate seal of said Village be affixed thereto, pursuant to authority given by the Board of Trustees of said Village as their free and voluntary act, and as the free and voluntary act and deed of said Village for the uses and purposes therein

STATE OF ILLINOIS )  
) SS. *Diane M. Jantelizio*  
COUNTY OF DuPage )

**ORDINANCE 5106**

**AN ORDINANCE ANNEXING CERTAIN TERRITORY  
TO THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS**

(BOT 02-04: 0S651 Westmore/Meyers Road, Lombard, Illinois)  
(PIN 06-16-314-010)

(See also Ordinance No.(s) 5105 )

WHEREAS, a written petition, signed by the legal owners and electors of record of all land within the territory hereinafter described, has been filed with the Village Clerk of the Village of Lombard, DuPage County, Illinois, requesting that said territory be annexed to the Village of Lombard; and,

WHEREAS, the said territory is not within the corporate limits of any municipality, but is contiguous to the Village of Lombard; and,

WHEREAS, all notices of said annexation, as required by (Chapter 65 ILCS 5/7-1-1), have been given to the appropriate parties in a timely manner as required by Statute (copies of said Notices being attached hereto as Exhibit "A", and made part hereof).

WHEREAS, it is in the best interest of the Village of Lombard that said territory be annexed thereto.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS as follows:

SECTION 1: That the territory described in Section 2 below be and the same is hereby annexed to the Village of Lombard, DuPage County, Illinois, pursuant to Chapter 65 ILCS 5/7-1-8).

SECTION 2: This ordinance is limited and restricted to the property indicated on the attached Plat of Annexation attached hereto as Exhibit "B", and generally located at OS651 Westmore/Meyers Road, Lombard, Illinois, (PIN 06-16-314-010) containing .59 acres more or less and legally described as follows:

LOTS 37, 38, & 39 IN YORK CENTER SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 10, 1927 AS DOCUMENT NO. 227804, IN DUPAGE COUNTY, ILLINOIS, TOGETHER WITH THE WESTMORE AVENUE RIGHT-OF-WAY LYING NORTHERLY OF THE SOUTH LINE OF LOT 37 AND ITS WESTLY EXTENSION AND SOUTHERLY OF THE SOUTH LINE OF MORRIS AVENUE AND ITS EASTERLY EXTENSION.

Parcel Index Number: 06-16-314-010

SECTION 3: The new boundary of the Village of Lombard shall extend to the far side of any adjacent rights-of-way, and shall include all of every right-of-way within the area annexed hereby.

SECTION 4: The Village Clerk is hereby directed to record with the Recorder of Deeds and to file with the County Clerk, a certified copy of this Ordinance, and the original Plat of Annexation.

SECTION 5: This ordinance shall be in full force and effect from and after its passage and approval as provided by law.

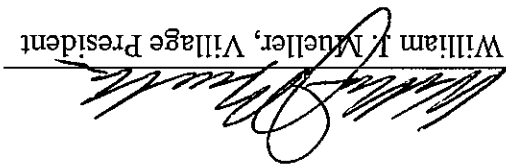
Passed on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2002.  
First reading waived by action of the Board of Trustees this 18th day of April, 2002.

Passed on second reading this 18th day of April, 2002.

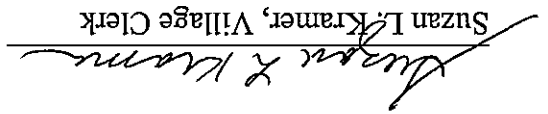
Ayes: President Mueller, Trustees Destephano, Tross, Koenig, Sebbey & Lorey  
Nays: None

Absent: Trustee Soderstrom

Approved this 18th day of April, 2002.

  
William J. Mueller, Village President

ATTEST:

  
Suzan L. Kramer, Village Clerk

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