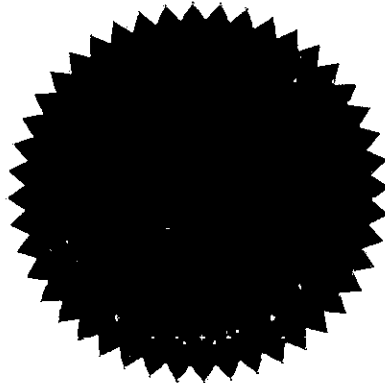


5169
ORDINANCE 5170 _____

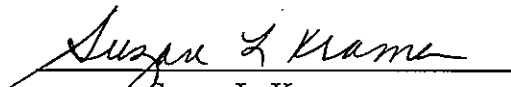
PAMPHLET

EXECUTION OF AN ANNEXATION AGREEMENT
ANNEXING CERTAIN TERRITORY TO THE VILLAGE OF LOMBARD

0S684 WESTMORE/MEYERS ROAD AND
1156 S. WESTMORE/MEYERS ROAD



PUBLISHED IN PAMPHLET FORM THIS 22ND DAY OF July, 2002.
BY ORDER OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF LOMBARD,
DUPAGE COUNTY, ILLINOIS.



Suzan L. Kramer
Village Clerk

ORDINANCE 5169

**AN ORDINANCE AUTHORIZING THE
EXECUTION OF ANNEXATION AGREEMENT**

(BOT 02-07: 0S684 Westmore/Meyers and 1156 S. Westmore/Meyers, Lombard, Illinois) PIN
06-16-311-007 & -008

(See also Ordinance No.(s) 5170)

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 properties generally located at 0S684 Westmore/Meyers and 1156 S. Westmore/Meyers, Lombard, Illinois, (PIN 06-16-311-007 & -008 to be entered into; and,

WHEREAS, the Agreement has been drafted and a copies are attached hereto and incorporated herein as Exhibit "A"; and,

WHEREAS, the developer and the legal owner of the lots of record, which are the subject of said Agreements, is 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 June 20, 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 properties generally located at 0S684 Westmore/Meyers and 1156 S. Westmore/Meyers, Lombard, Illinois, (PIN 06-16-311-007 & -008) containing .69 acres more or less and legally described as follows:

Ordinance No. 5169

Re: BOT 02-07

Page 2

0S684 Westmore/Meyers

06-16-311-007

LOT 2 IN BLOCK 7 IN ARTHUR T. MCINTOSH AND CO.'S WESTOWN LANDS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JUNE 12, 1951, AS DOCUMENT NUMBER 625824, IN DUPAGE COUNTY ILLINOIS.

1156 S. Westmore/Meyers

06-16-311-008

LOT 3 IN BLOCK 7 IN ARTHUR T. MCINTOSH AND CO.'S WESTOWN LANDS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEROF RECORDED JUNE 12, 1951 AS DOCUMENT 625824, IN DUPAGE COUNTY, ILLINOIS.

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 20th day of June, 2002.

First reading waived by action of the Board of Trustees this ____ day of _____, 2002.


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

Ayes: President Mueller, Trustees DeStephano, Tross, Sebby, Florey, Soderstrom

Nayes: None

Absent: Trustee Koenig

Approved this 18th, day of July, 2002.


William J. Mueller, Village President

ATTEST:


Suzan L. Kramer, Village Clerk

UTILITIES SERVICE AGREEMENT

THIS UTILITIES SERVICE AGREEMENT (hereinafter referred to as "the AGREEMENT") dated this 21st day of December, 2000, 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 KIAMOOSH JAFARI (hereinafter referred to as "the OWNER"):

WITNESSETH:

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 1156 S. Westmore-Meyers Road and is adjacent to the watermain and is not within the corporate limits of any City or Village; and

WHEREAS, the REAL ESTATE is presently improved with single family home and

WHEREAS, the REAL ESTATE is not presently contiguous to the corporate limits of the VILLAGE; and

WHEREAS, the water service line to be constructed on the REAL ESTATE is to be constructed according to certain plans and specifications submitted for review and approval by the VILLAGE; and

WHEREAS, the OWNER desires that the VILLAGE provide 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 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 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 water connection fees and to pay the in-Village rate for water supply, as referenced above, by entering into a Utilities Service Agreement with the VILLAGE; and

WHEREAS, the Board of Trustees of the VILLAGE passed Resolution R151-00 on May 18, 2000 to authorize the President and Clerk of the VILLAGE to sign this Utilities Service Agreement on the Board's behalf.

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

2. Upon the payment by the OWNER to the VILLAGE of 50% of the typical water connection fees under the applicable codes and ordinances of the VILLAGE, the VILLAGE will allow the OWNER to connect to the VILLAGE'S watermain as necessary to provide water supply to the REAL ESTATE.

3. Subsequent to such connections, the VILLAGE, subject to all rules, regulations and ordinances of the VILLAGE, will supply water at the Village rate 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.

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.

Such petition for annexation will be provided by the VILLAGE and will be so in the form required under the applicable laws of the State of Illinois.

Subject to the applicable laws of the State of Illinois, the VILLAGE shall at its option annex the REAL ESTATE within a reasonable time after the filing of the petition for annexation, subject to an annexation agreement if so desired by the VILLAGE.

(D) OWNER shall 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) associated building 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.

* Notwithstanding to the contrary, owner shall be informed of the amount of these costs prior to incurring any financial obligation, and if owner declined to accept these costs then this agreement will be null and void.

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:

KIANOOSH JAFARI
27 ROYAL VOLE DR.
OAK BROOK, IL. 60523

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.

6. 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.


7. 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.

8. 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.

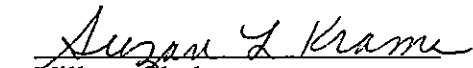
9. This AGREEMENT, upon signing by all parties hereto, may be recorded by the VILLAGE in the office of the Recorder of Deeds of DuPage County, Illinois.

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

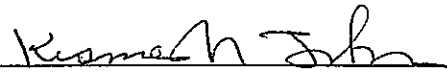
VILLAGE OF LOMBARD
DUPAGE COUNTY, ILLINOIS

By: 
Village President

ATTEST:


Village Clerk

OWNER(S):

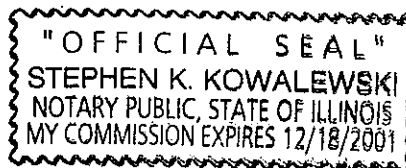


STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that Kianoosh Jafari, personally known to me to be respectively the OWNER of 1156 S. Westmore-Meyers, Lombard 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 property

Given under my hand and seal this 12th day of January, 2001.

Stephen K. Kowalewski
Notary Public



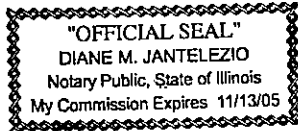
STATE OF ILLINOIS)
) SS.
COUNTY OF DuPage)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify, the WILLIAM J. MUELLER and SUZAN L. KRAMER, personally known to me to be respectively the Village President and Clerk of the Village of Lombard, Du Page 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 set forth.

Given under my hand and seal this 18th day of July,

2007.

Diane M. Jantelezio
Notary Public





Attorneys' Title Guaranty Fund, Inc.

STATE OF ILLINOIS)
)
) SS.
COUNTY OF COOK)

o Exhibit A
1156 S. Westmore

AFFIDAVIT OF TITLE

THE UNDERSIGNED AFFIANT, BEING FIRST DULY SWORN, ON OATH SAYS, AND ALSO CONVENANTS WITH AND WARRANTS TO THE GRANTEE HEREINAFTER NAMED:

That affiant has an interest in the premises described below or in the proceeds thereof or is the grantor in the deed dated September 30, 19 86, to

Kianoosh Jafari

grantee, conveying the following described premises:

Lot 3 in Block 7 in A. T. McIntosh and Co's Westown Lands Subdivision, being a Subdivision of part of the West half of the Southwest quarter of Section 16, Township 39 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded June 12, 1951 as Document 625824, in Du Page County, Illinois.

That no labor or material has been furnished for premises within the last four months, that is not fully paid for.

That since the title date of August 14, 19 86

in the report on title issued by Attorneys' Title Guaranty Fund, Inc. affiant has not done or suffered to be done anything that could in any way affect the title to premises, and no proceedings have been filed by or against affiant, nor has any judgment or decree been rendered against affiant, nor is there any judgment note or other instrument that can result in a judgment or decree against affiant within five days from the date hereof.

That affiant is in undisputed and peaceful possession of the premises and no other parties have any rights or claims to possession of the premises, except as hereinafter set forth:

*Original lease will be delivered to Jones
Rupnik by 10/10/86 M*

That all water taxes, except the current bill, have been paid, and that all the insurance policies assigned have been paid for; that no general real estate taxes are now unpaid and delinquent.

That this instrument is made to induce, and in consideration of, the said grantee's consummation of the purchase of premises and further to induce Attorneys' Title Guaranty Fund, Inc. to issue its title insurance policy covering the premises.

That the covenants and warranties herein set forth are continuing covenants and warranties to and including the date of delivery of the deed to the above-identified grantee and shall have the same force and effect as if made on the date of such delivery of deed.

Affiant further states:

Subscribed and sworn to before me

this 30th day of September, 19 86

*Pay balance to Walter F. Zea and
Phyllis M. Zea*

Walter F. Zea (Seal)

Jack W. Zea

Phyllis M. Zea

Sharon A. Zea (Seal)

[Signature]
Notary Public

ORDINANCE 5170

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

(BOT 02-07: 0S684 Westmore/Meyers and 1156 S. Westmore/Meyers, Lombard, Illinois)
PIN 06-16-311-007 & -008

(See also Ordinance No.(s) 5169)

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 properties indicated on the attached Plats of Annexation attached hereto as Exhibit "B" and "C", and generally located at 0S684 Westmore/Meyers (Exhibit B) and 1156 S. Westmore/Meyers (Exhibit C), Lombard, Illinois, (PIN 06-16-311-007 & -008) containing .69 acres more or less and legally described as follows:

0S684 Westmore/Meyers
06-16-311-007

LOT 2 IN BLOCK 7 IN ARTHUR T. MCINTOSH AND CO.'S WESTOWN LANDS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JUNE 12, 1951, AS DOCUMENT NUMBER 625824, IN DUPAGE COUNTY ILLINOIS.

1156 S. Westmore/Meyers
06-16-311-008

LOT 3 IN BLOCK 7 IN ARTHUR T. MCINTOSH AND CO.'S WESTOWN LANDS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEROF RECORDED JUNE 12, 1951 AS DOCUMENT 625824, IN DUPAGE COUNTY, ILLINOIS.

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 Plats 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 20th day of June, 2002.

First reading waived by action of the Board of Trustees this ____ day of _____, 2002.

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

Ayes Trustees DeStephano, Tross, Sebby, Florey, Soderstrom

Ordinance No. 5170


Re: BOT 02-07

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Nayes: None

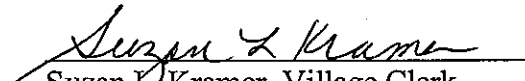
Absent: Trustee Koenig

Approved this 18th day of July, 2002.



William J. Mueller, Village President

ATTEST:



Suzan L. Kramer, Village Clerk

11

C

C

C