

1 **ORDINANCE 2019-_____**

2 **AN ORDINANCE AUTHORIZING EXECUTION**
3 **OF A PREANNEXATION AGREEMENT FOR**
4 **23W577 Turner Avenue**

5 **WHEREAS**, the Village of Roselle is an Illinois municipal corporation located in
6 DuPage and Cook Counties, Illinois (hereinafter "Village"); and,

7 **WHEREAS**, the Mayor and Board of Trustees of the Village are sometimes
8 referred to hereinafter as the "Corporate Authorities"; and,

9 **WHEREAS**, the Village's desire to maintain control over its municipal borders is
10 the predominant policy underlying its willingness to enter into this agreement; and,

11 **WHEREAS**, there has been presented to the Corporate Authorities a proposed
12 Pre-Annexation Agreement (hereinafter "Agreement"), between the Village and the
13 owners of record of real estate, Thomas & Barbara Wykle (hereinafter "Owners"), for the
14 property located at 23W577 Turner Avenue (hereinafter "Property"), pursuant to the
15 provisions of Section 11, Division 15.1 of the Illinois Municipal Code; and,

16 **WHEREAS**, the Agreement is attached hereto and incorporated herein as if fully
17 set forth as "Attachment A"; and,

18 **WHEREAS**, the Property is hereinafter legally described in the body of this
19 Ordinance; and,

20 **WHEREAS**, a public hearing to consider the Agreement was held on
21 _____, 2019, by the Corporate Authorities, after proper public
22 notice pursuant to the provisions of applicable statutes; and,

23 **WHEREAS**, the Corporate Authorities, after considering the testimony and
24 evidence presented at said public hearing, and after making further investigation of the
25 matters set forth in the proposed Agreement, have determined that it is in the best interest
26 of the Village to enter into said Agreement with the Owners of the Property; and,

27 **WHEREAS**, the Village of Roselle has no legal obligation to provide water and/or
28 sewer services to unincorporated properties in absence of a written agreement to do so;
29 and,

30 **WHEREAS**, the Village has the power to control its corporate boundaries, its
31 municipal water and sewer systems ("Village Services"), both within and outside its
32 corporate boundaries; and,

33 **WHEREAS**, the Village has the power to “contract and be contracted with” 65 ILCS
34 5/2-2-12; and,

35 **WHEREAS**, the undersigned Owners understand that they do not have any legal
36 duty or obligation to sign this pre-annexation agreement and may, as an alternative, have
37 their property disconnected from Village services and request that the County of DuPage
38 permit a septic field for the Property; and,

39 **WHEREAS**, it is the mutual understanding of the Village and the Owners that the
40 Village would not approve this Pre-Annexation Agreement for the Property in absence of
41 a corresponding contract/covenant related to the provision of Village water and/or sewer
42 services after expiration of 20 years; and,

43 **WHEREAS**, the undersigned Owners acknowledge and covenant that their
44 acceptance of this pre-annexation agreement is not based on legal advice provided by
45 the Village, its attorney, employees or agents, and that the undersigned has been given
46 ample opportunity to confer with other advisors of their choosing in deciding whether to
47 execute this restrictive covenant or Pre-Annexation Agreement.

48 **NOW, THEREFORE, BE IT ORDAINED**, by the Mayor and Board of Trustees of
49 the Village of Roselle, an Illinois municipal corporation located in DuPage and Cook
50 Counties, Illinois, as follows:

51 SECTION 1: The recitations, descriptions, and definitions in the foregoing recitals
52 are incorporated herein as if fully set forth.

53 SECTION 2: That the Mayor of the Village of Roselle is hereby authorized to
54 execute, and the Clerk of the Village of Roselle is hereby directed to attest to, that certain
55 Pre-Annexation Agreement, a copy of which is attached hereto and incorporated herein
56 as if fully set forth in “Attachment A,” between the Village and the Owners of the Property,
57 bearing a parcel index number of 02-10-104-005, and legally described as follows:

58 LOT 5 IN BLOCK 20 IN THE SECOND ADDITION TO ROSELLE COUNTRYSIDE,
59 BEING A SUBDIVISION OF PART OF SECTIONS 3 AND 10, TOWNSHIP 40
60 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN,
61 ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 13, 1948 AS
62 DOCUMENT 551835, AND CERTIFICATE OF CORRECTION FILED

63 SEPTEMBER 10, 1948 AS DOCUMENT 553789, IN DUPAGE COUNTY,
64 ILLINOIS.

65 SECTION 3: This Ordinance shall automatically become null and void without
66 further action of the Corporate Authorities unless, within thirty (30) days from the date of
67 the passage of this Ordinance, the Owners execute a true and correct copy of the
68 Agreement. The Corporate Authorities, upon receipt of a written request from the Owners,
69 may grant extensions to this section in their sole discretion.

70 SECTION 4: Failure to construct the sidewalk within six (6) months of the passage
71 of an Annexation Ordinance as required by the Pre-Annexation Agreement (Attachment
72 A) shall be a material breach of the Pre-Annexation Agreement and fully absolve and
73 release the Village of any obligation, or any other common law or equitable theory of law,
74 to provide any Village utilities, whatsoever to the property. In this instance, Village staff
75 shall disconnect the property and the Village utilities from the property upon thirty (30)
76 day written notice to the owner, petitioner or petitioner's successor.

77 SECTION 5: Upon passage, approval, and publication of this Ordinance as
78 required by law, as well as upon execution of the Agreement by the Owners, and the
79 Mayor of the Village, the Clerk of the Village shall record this Ordinance, and all exhibits,
80 in the Office of the Recorder of the County of DuPage. All costs associated with recording
81 shall be solely at the Owners' expense.

82 SECTION 6: This Ordinance and the Pre-Annexation Agreement shall be binding
83 upon the parties hereto, their respective successors, heirs, administrators, contract
84 purchasers, executors, grantees, and assigns for a full term of twenty (20) years from the
85 date of execution hereof.

86 SECTION 7: If any part or portion of this Ordinance and/or the Agreement is
87 declared invalid by a court of competent jurisdiction, such partial invalidity shall render
88 the Ordinance and Agreement null and void and without legal effect, and the Village's
89 provision of Village water and/or sewer services shall terminate.

90 SECTION 8: All ordinances and parts of ordinances in conflict or inconsistent with
91 the provisions of this Ordinance are hereby repealed to the extent of such conflict or
92 inconsistency.

93 SECTION 9: This Ordinance shall be in full force and effect from and after its
94 passage, approval, publication in pamphlet form as provided by law, and execution of the
95 Agreement by the Owners and the Mayor of the Village.

96 AYES:

97 NAYS:

98 ABSENT:

99 PASSED and APPROVED this ____ day of _____, 2019.

100 PUBLISHED in pamphlet form this ____ day of _____, 2019.

101

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VILLAGE OF ROSELLE:

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ATTEST:

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Mayor, Village of Roselle, Illinois

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Clerk, Village of Roselle, Illinois

107 **ATTACHMENT "A"**

108 **PRE-ANNEXATION AGREEMENT**

109 2019-_____
110 23W577 Turner Avenue
111

112
113 **THIS PRE-ANNEXATION AGREEMENT** (hereinafter "Agreement"); made and
114 entered into this ____ day of _____, 2019, between the VILLAGE OF
115 ROSELLE, an Illinois municipal corporation located in DuPage and Cook Counties, Illinois
116 (hereinafter "Village"); and Thomas & Barbara Wykle (hereinafter "Owners").

117 WITNESSETH

118 **WHEREAS**, the Owners control the real estate at 23W577 Turner Avenue,
119 Roselle, Illinois (hereinafter "Property"), as illustrated on the Plat of Survey, marked as
120 Exhibit B, which is attached hereto and made a part hereof this Agreement; and,

121 **WHEREAS**, the Property is not contiguous to the Village Corporate Limits, but the
122 Village has concluded that entering into this pre-annexation agreement for the Property
123 under the terms and conditions of this Agreement will enable the Village to control
124 development of the area, permit the sound planning and development of the Village, and
125 otherwise enhance and promote the health, safety and general welfare of the Village;
126 and,

127 **WHEREAS**, pursuant to the provisions of the Roselle Village Code and applicable
128 provisions of the Illinois Compiled Statutes and Illinois Constitution, a proposed Petition
129 for Pre-Annexation in substance and form of the same as this agreement was submitted
130 to the Mayor and Board of Trustees of the Village of Roselle, and a public hearing was
131 held on _____, 2019 thereon pursuant to the notices provided by
132 ordinance and statute; and,

133 **WHEREAS**, the Property is currently a single-family residence and in
134 unincorporated DuPage County zoned R-3, with a lot area of 17,393 square feet, which
135 is qualified to be classified as a R-1 District in the Roselle Zoning Code; and,

136 **WHEREAS**, the Village of Roselle has no legal obligation to provide water and/or
137 sewer services to unincorporated properties in absence of a written agreement to do so;
138 and,

139 **WHEREAS**, the undersigned Owners, wish to establish an enforceable Pre-
140 Annexation Agreement with the Village of Roselle to provide those protections recited
141 herein for the Village to provide water and/or sewer services to the Owners' Property
142 while at the same time obligating the Owners to comply with the terms of this Pre-
143 Annexation Agreement in order to be entitled under the terms of this Pre-Annexation
144 Agreement to water and/or sewer services; and,

145 **WHEREAS**, the Owners and Village acknowledge that the mutual rights and
146 obligations set forth in this Pre-Annexation Agreement are adequate consideration to
147 support this Pre-Annexation Agreement; and,

148 **WHEREAS**, the undersigned Owners understand that they do not have any legal
149 duty or obligation to sign this Pre-Annexation Agreement and may, as an alternative, have
150 their property disconnected from Village water and/or sewer services and replace those
151 services with a well and/or septic field; and,

152 **WHEREAS**, the undersigned Owners wish to establish an enforceable covenant
153 with the Village of Roselle to provide those protections recited herein for the Village of
154 Roselle to provide water and/or sewer services to the Owners' Property while at the same
155 time obligating the Owners to comply with the terms of this covenant in order to be entitled
156 under the terms of this agreement to water and/or sewer services; and,

157 **WHEREAS**, the undersigned Owners acknowledge and covenant that execution
158 of their pre-annexation agreement is not based on legal advice provided by the Village,
159 its attorney, employees or agents, and that the undersigned has been given ample
160 opportunity to confer with other advisors of their choosing in deciding whether to execute
161 this restrictive covenant or Pre-Annexation Agreement.

162 **NOW, THEREFORE**, in consideration of the foregoing preambles and mutual
163 covenants and agreements contained herein, the parties hereto agree as follows:

164 1. The foregoing recitals are incorporated herein as representing the intent of the
165 parties.

166 2. LEGAL CONFORMANCE WITH LAW. This Agreement is made pursuant
167 to, and in accordance with, the provisions of the Roselle Village Code and applicable
168 provisions of the Illinois Compiled Statutes and the Illinois Constitution.

169 3. PETITION TO ANNEX. The Owners have filed with the Village Clerk a
170 proper petition, pursuant to the provisions of the Illinois Municipal Code (65 ILCS 5/7-1-
171 8), conditioned on the execution of this Agreement, to annex the Property to the Village.
172 This agreement in its entirety, together with the aforesaid Petition for Pre-Annexation,
173 shall be null, void, and of no effect unless the Property is validly zoned and classified
174 under the Village's Zoning Ordinance as hereinafter set forth and amended.

175 4. ANNEXATION ORDINANCE. Once the Property becomes contiguous to
176 the Corporate Limits of the Village of Roselle, the Village, at its sole discretion, may
177 thereafter enact an ordinance annexing the Property to the Village. Within thirty (30) days
178 of notice from the Village of its intent to annex the Property, the Owners, at Owners' sole
179 expense, shall prepare and submit to the Village a Plat of Annexation accurately and fully
180 depicting the Property.

181 5. REZONING. Upon annexation, the Property shall cease being zoned by
182 DuPage County as R-3 District and shall be zoned R-1 District in conformance with the
183 Village of Roselle Zoning Ordinance.

184 6. RESTRICTIVE COVENANT. The Corporate Authorities find that the
185 Owners have submitted an executed contract/covenant for the continuing provision of
186 Village Services. Neither this Agreement nor the restrictive covenant will become effective
187 until this Agreement is executed by the Owners as required by Section 3 of the "Ordinance
188 Authorizing Execution" of this Pre-Annexation Agreement. The restrictive covenant is a
189 material element of this Agreement and is incorporated herein as fully set forth as Exhibit
190 "B." If this Agreement and the restrictive covenant are not both executed by the Owners
191 within thirty (30) days of the adoption of the Ordinance approving this Agreement, both
192 shall become null and void and will cause the disconnection of any Village Service to the
193 Property.

194 7. DEVELOPMENT/CONSTRUCTION STANDARDS. Any future
195 development of or construction on the Property shall be in full compliance with the Village
196 of Roselle Zoning Ordinance, Subdivision Regulations, Building Code and other
197 ordinances, codes, rules and regulations of the Village pertaining to the development of

198 the Property to be annexed, except as may be specifically amended pursuant to the terms
199 of this Agreement.

200 8. VARIATIONS IN LOCAL CODES. Unless stated in the annexation or
201 rezoning ordinances pertaining to the Property, there shall be no specific variations from
202 the Village's ordinances, rules and codes which have been requested or which are
203 permitted with respect to the development / construction of the Property. The Owners
204 may subsequently apply for specific variations from the Village's ordinances, rules and
205 codes without amending this Agreement, provided, however, such applications shall
206 satisfy all standards related to variations.

207 9. UTILITIES AND PUBLIC IMPROVEMENTS. As a condition of this
208 Agreement, the Owners have previously received connection to and service from, or will
209 be required to connect and receive service from, the following Village utilities and public
210 improvements. The Owners agree that any connection to these Village utilities and public
211 improvements shall be done in accordance with Village engineering standards, the Village
212 Code, and such extension, and all costs related thereto, shall be the responsibility of the
213 Owners and/or the Owners' contractor:

214 a. Sanitary Sewer Facilities. The Owners shall remain connected to the
215 Village's sanitary sewer after the approval of the pre-annexation agreement.

216 b. Water Facilities. The Owners agree to connect to the Village's water main
217 within 180 days when such water main is available at the edge of the petitioner's property
218 or across the street from the petitioner's property. The Owners agree to cap the well on
219 the Property upon connection to the Village water.

220 c. Public Sidewalk. If there is no public sidewalk on contiguous public right
221 of way along Turner Avenue the Petitioner shall install a sidewalk no later than six (6)
222 months from the date of the adoption of an Annexation Ordinance, per Section 3 of this
223 agreement, and in accordance with Article XVI, Section 2-293(e) and Section 2-293(f) of
224 the Roselle Village Code of Ordinances.

225 Failure to construct the sidewalk in accordance with the above sections shall be a
226 material breach of this agreement and fully absolve and release the Village's obligation
227 under this agreement, or any other common law or equitable theory of law, to provide any
228 Village utilities whatsoever to the Property. In this instance, the Village shall have the
229 unmitigated right to disconnect the Property from the Village water and/or sewer services
230 upon thirty (30) days' written notice to the owner, petitioner or petitioner's successor.
231 Petitioner fully waives and releases the Village from any and all claims, actions, causes
232 of action, damages, injuries, costs, actual or consequential damages, or expenses
233 associated with the disconnection of Village water and/or sewer.

234 10. ANNEXATION AND PERMIT FEES. The amount of annexation permit,
235 license, inspection, tap-on, recapture or connection fees imposed by the Village, which
236 are applicable to, or required by, Village Ordinances or Resolutions shall be paid by the
237 Owners.

238 11. FIRE PROTECTION DISTRICT TAXES. Pursuant to the provisions of the
239 Illinois Municipal Code (70 ILCS 705/20) or any successor statute, the Owners shall
240 reimburse the Village in full and upon annexation for all taxes due from the Village to any
241 fire protection district as a result of a fire protection district disconnection resulting from
242 this annexation.

243 12. ROSELLE PARK DISTRICT. The Property is currently within the
244 boundaries of, and subject to taxation by, the Roselle Park District.

245 13. ROSELLE LIBRARY DISTRICT. The property is currently within the
246 boundaries of, and subject to taxation by the Roselle Library District.

247 14. CONFLICT IN REGULATIONS. The provisions of this Agreement shall
248 supersede the provisions of any ordinances, codes or regulations of the Village, which
249 may be in conflict with the provisions of this Agreement.

250 15. AMENDMENT OF PRE-ANNEXATION AGREEMENT. This Agreement
251 and any exhibits attached hereto may be amended pursuant to the provisions of the
252 Roselle Village Code, Zoning Ordinance and Illinois Municipal Code.

253 16. INVALIDITY. Other than Paragraphs 6, 9 a, b and c, or paragraph 14 or 15,
254 of this Agreement if any provision of this Agreement, or any section, sentence, clause,
255 phrase, or word, or the application thereof in any circumstances is held invalid, the validity
256 of the remainder of this Agreement and the application of such provisions, section,
257 sentence, clause, phrase or word in any other circumstances shall not be affected
258 thereby. If Paragraph 6, 9 a, b or c, or paragraph 14 or 15 any portion thereof, is declared
259 invalid or unenforceable by a Court of competent jurisdiction, this entire Agreement shall
260 be null, void and without effect and the Village shall have the right to disconnect all water
261 and/or sewer services upon 30 days' written notice to the Owners.

262 17. TERM OF AGREEMENT. This Agreement shall be binding upon the parties
263 hereto, their respective successors, subsequent owners, heirs, administrators, contract
264 purchasers, executors, grantees and assigns for a full term of twenty (20) years from the
265 date of this Agreement.

266 18. RECORDING. This agreement and the restrictive covenant, referenced in
267 paragraph 6 of this Agreement, shall be recorded by the Village Clerk in the DuPage
268 County Recorder's Office at the expense of the owners.

269 19. APPROVAL. This Agreement shall not be effective unless the Owners of
270 the Property, within the time limit set forth in the Ordinance approving this Agreement,
271 affixes a signature to a true and correct copy of this Agreement, acknowledging that the
272 Owners have reviewed and accepts the provisions of this Agreement, including exhibits.
273 Failure of the Owners to execute this agreement within the time limit shall void the pre-
274 annexation and/or annexation of this property and any Village obligations set forth herein,
275 including but not limited to providing water and/or sewer services to the property.

276 20. Any Owner seeking to set aside this covenant/contract upon losing the
277 litigation shall reimburse the Village for all its reasonable attorneys' fees or costs.

278 21. DEFEND AND HOLD HARMLESS. The Owners agree to defend and hold
279 the Village harmless from any and all actions, causes of action, claims, litigation in law or
280 chancery, attorney's fees, and costs required to defend against efforts by anyone to set
281 aside this pre-annexation, annexation or any term of this Agreement.

282 21. INTEGRATION. This agreement and the corresponding contract/covenant
283 constitute the full and final agreement between the Village and the undersigned all prior
284 agreed upon terms and conditions being set forth herein. This agreement may not be
285 modified or amended in any fashion or manner other than by agreement of the parties.

286 22. JURISDICTION. Exclusive jurisdiction and venue for any litigation related
287 to this matter shall be in the 18th Judicial Circuit Court, DuPage County, Wheaton, Illinois.

288 23. NOTICES. Notices or other writings which any party is required to, or may
289 wish to serve upon any other party in connection with this Agreement, shall be in writing
290 and shall be delivered personally or sent by certified or registered mail, return receipt
291 requested, postage prepaid, to the other parties of this Agreement.

292 **IN WITNESS WHEREOF**, the Parties hereto have hereunder set their hands and
293 seals on the day and year first above written.

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299 Attest:


VILLAGE OF ROSELLE

Village Mayor

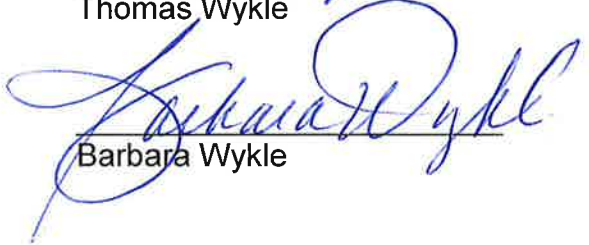
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Village Clerk

OWNER:



Thomas Wykle



Barbara Wykle

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Date: 5/7/2019

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STATE OF ILLINOIS, County of DuPage ss

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I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas + Barbara Wykle is personally known to me to be the same persons whose name is subscribed to the foregoing instrument as such HAS appeared before me this day in person and acknowledged that he signed and delivered the said instrument at his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth, and the said,

323 as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said
324 instrument, as his own free and voluntary act and as the free and voluntary act of said corporation, for the
325 uses and purposed therein set forth.

326
327 GIVEN under my hand and Notary Seal this 24 day of May, 2019.

328
329 Notary Public

Wendy M Wilson

330
331
332



EXHIBIT "B"
**CONTRACT COVENANT PERTAINING TO CONTINUING PROVISION
OF VILLAGE SERVICES**

RECITALS

WHEREAS, the Village of Roselle ("Village") has no legal obligation to provide water and/or sewer services to unincorporated properties in absence of a written agreement to do so; and,

WHEREAS, the Village has the power to control its corporate boundaries, its municipal sewer and water systems, both within and outside its corporate boundaries; and,

WHEREAS, the Village has the power to "contract and be contracted with" 65 ILCS 5/2-2-12; and,

WHEREAS, the undersigned owners and the Village wish to establish an enforceable contract covenant (sometimes "Covenant") to provide those protections recited herein for the Village to provide water and/or sewer services to the owners' Property while at the same time obligating the owners to comply with the terms of this covenant in order to be entitled under the terms of this covenant to water and/or sewer services; and,

WHEREAS, the Owners and Village acknowledge that the mutual rights and obligations set forth in this agreement are supported by adequate consideration; and,

WHEREAS, the undersigned owners understand that they ("Owners") do not have any legal duty or obligation to sign this contract covenant and may, as an alternative, have their property disconnected from Village water and/or sewer services and request that the County of DuPage permit a septic field for the Property; and,

WHEREAS, the undersigned owners acknowledge and covenant that this agreement is not based on legal advice provided by the Village, its attorney, employees or agents, and that the undersigned owners have been given ample opportunity to confer with an attorney or other advisors of his or her choosing in deciding whether to execute this restrictive covenant agreement; and,

WHEREAS, it is the mutual understanding of the Village and the Owners that the Village would not approve this contract covenant or, the related Pre-Annexation Agreement in absence of an understanding that this agreement is within the Village's municipal powers to control its corporate boundaries and the provision of its water and/or sewer services.

NOW, THEREFORE, the undersigned owners, being the owners of the following legally described Property LOT 5 IN BLOCK 20 IN THE SECOND ADDITION TO

ROSELLE COUNTRYSIDE, BEING A SUBDIVISION OF PART OF SECTIONS 3 AND 10, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 13, 1948 AS DOCUMENT 551835, AND CERTIFICATE OF CORRECTION FILED SEPTEMBER 10, 1948 AS DOCUMENT 553789, IN DUPAGE COUNTY, ILLINOIS (hereinafter "Property") hereby covenants and agrees, and the Village of Roselle hereby accepts, the terms and conditions set forth in this restrictive covenant as follows:

1. That the foregoing Recitals are incorporated herein as if fully set forth as representing the understanding and the intent of the parties and its substantive terms and conditions. Where the term "Village" is used in this restrictive covenant it shall mean the Corporate Authorities of the Village of Roselle.
2. The undersigned owners, its successors and assigns, in order to maintain access to Village of Roselle potable water and/or sewer services (hereinafter "Services") only as those Services are being provided as of the first date of execution of this covenant/contract _____, 2019 as approved by Resolution 2019-_____ and for a period not to exceed the rule against perpetuities, agrees to the following terms and conditions which shall apply to the Property in order for it to qualify to continue to receive Village Services.
3. That if the Property does not become contiguous to the Village of Roselle and is not annexed within the twenty (20)-year period of the Pre-Annexation Agreement adopted in conjunction with approval of this agreement, the Property shall be entitled to receive Services only if the owner submits a proposal to enter into a new Pre-Annexation Agreement with the Village under the identical terms and conditions as the Pre-Annexation Agreement approved and in effect for the Property at the time this Covenant Agreement is also approved. The application for a renewed Pre-Annexation Agreement shall be filed no less than sixty (60) days prior to the expiration of the Pre-Annexation Agreement.
4. Any owner not agreeing to enter into a new Pre-Annexation Agreement with the Village at the time of the prior Pre-Annexation Agreement's expiration, hereby agrees that the Village, in its sole discretion, shall have the right to terminate Village Services at any time after a thirty (30)-day written notice from the Village to the owner.
5. Once an approved application for a renewed pre-annexation agreement has been filed with the Village by an owner, it shall remain valid and effective until accepted by the Corporate Authorities of the Village. There shall be no time limitation on the Village's acceptance of the application. If the application is timely made, the Village Shall agree to a new pre-

annexation agreement for the Property so long as the pre-annexation agreement is the same as the pre-annexation agreement that expired.

6. Nothing in this covenant shall be interpreted to require the Village to extend or provide additional Services not specifically provided by the Village to the Property as of the date of the approval of this covenant/contract.
7. During the term of this covenant, owners shall comply with all ordinances of general application related to Village Services applicable to any other resident of the Village. Failure to comply with all Village ordinances shall result in termination of the Village's Service upon thirty (30) days' notice of termination to the owner.
8. If there is no public sidewalk on contiguous public right-of-way along Turner Avenue, the Petitioner shall install a sidewalk no later than six (6) months from the date of the adoption of an Annexation Ordinance, and in accordance with Article XVI, Section 2-293(e) and Section 2-293(f) of the Village of Roselle Code of Ordinances. Failure to construct the sidewalk in accordance with the Pre-Annexation Agreement shall be a material breach of this Covenant Agreement and the Pre-Annexation Agreement and fully absolve and release the Village's obligation under this Covenant Agreement and Pre-Annexation Agreement, or any other common law or equitable theory of law, to provide any Village utilities whatsoever to the Property. In this instance, the Village shall have the unmitigated right to disconnect the Property from Village Services upon thirty (30) days written notice to the owner, petitioner, or petitioner's successor. Petitioner fully waives and releases the Village from any and all claims, actions, causes of action, damages, injuries, costs, actual or consequential damages, or expenses associated with the disconnection of Village Services.
9. This agreement shall be recorded by the Village Clerk at the owners' expense.
10. Should any Court invalidate or declare all or any portion or provision of this covenant/contract, invalid or unenforceable, the corresponding Pre-Annexation Agreement, shall become null and void and without effect, and the Village's duty to provide Village Services to a property shall terminate. Any Owner seeking to set aside this covenant/contract upon losing the litigation shall reimburse the Village for all its reasonable attorneys' fees or costs.
11. Integration. Other than the corresponding pre-annexation agreement, this Agreement constitutes the full and final agreement between the Village and the undersigned owners all prior agreed terms and conditions

being set forth herein. This agreement may not be modified or amended in any fashion or manner other than by mutual agreement of the parties.

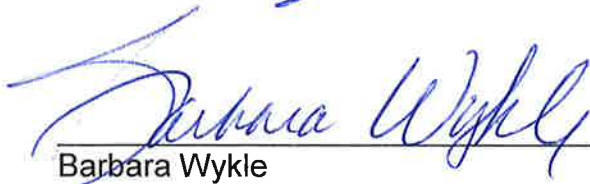
12. Exclusive jurisdiction and venue for any litigation related to this matter shall be in the 18th Judicial Circuit Court, DuPage County, Wheaton, Illinois.
13. This contract covenant shall run with the land and be binding upon the parties hereto, their respective successors, heirs, purchasers, contract purchasers, administrators, executors, grantees and assigns, and all subsequent owners during its term.

Mayor, Village of Roselle

ATTEST:

Village Clerk, Village of Roselle


Thomas Wykle


Barbara Wykle

ATTEST:



Jendy Wilson

10 Monaco Drive
Roselle, Illinois 60172

PLAT OF SURVEY MARCHESE AND SONS, INC.

P.O. Box 72134
Phone: (630) 894-5680
Fax: (630) 894-8860

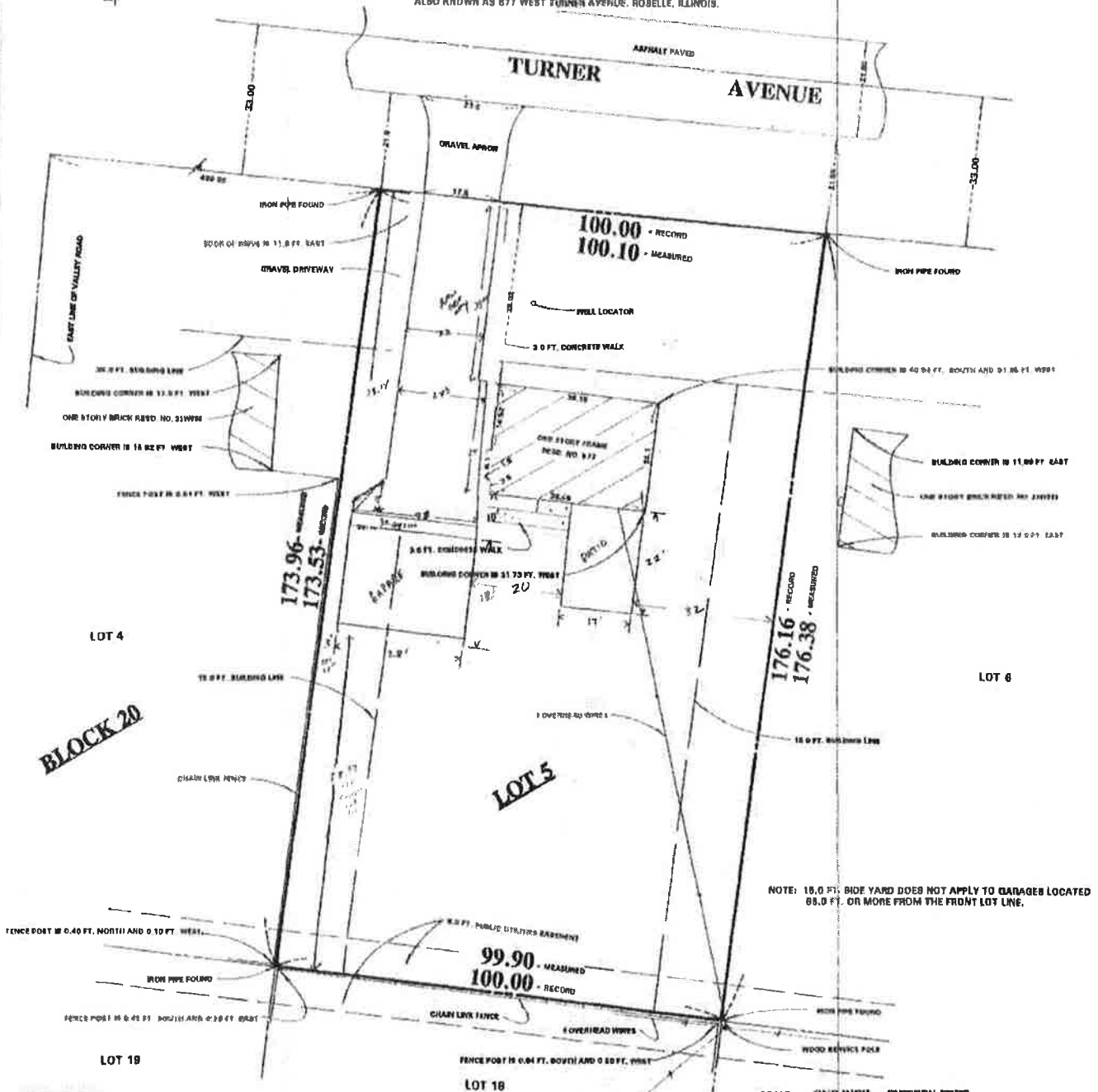
land - marine - construction surveys

PROPERTY DESCRIPTION

LOT FIVE IN BLOCK TWENTY IN THE SECOND ADDITION TO ROSELLE COUNTRYSIDE, A SUBDIVISION OF PART OF SECTIONS THREE AND TEN, TOWNSHIP FORTY NORTH, RANGE TEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT HEREOF RECORDED AUGUST 12, 1948, AS DOCUMENT NO. 88183B, AND CERTIFICATE OF CORRECTION RECORDED SEPTEMBER 10, 1949 AS DOCUMENT NO. 88378B, IN DUPAGE COUNTY, ILLINOIS.

ALSO KNOWN AS 877 WEST TURNER AVENUE, ROSELLE, ILLINOIS.

North



STATE OF ILLINOIS
COUNTY OF DUPAGE

I, PAUL N. MARCHESE, HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE PROPERTY AND THAT THIS PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY.

DATED AT ROSELLE, ILLINOIS, JANUARY 14, 1998

Paul N. Marchese
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2481



SCALE: ONE INCH = FIFTEEN FEET

ORDER NO.: 95-13212

ORDERED BY: BRYAN E. MRAZ
ATTORNEY AT LAW

COMPARE ALL POINTS BEFORE BUILDING BY SAME AND AT ONCE REPORT ANY DIFFERENCE FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN HEREON, REFER TO YOUR ABSTRACT, DEED, CONTRACT AND ZERING ORDINANCE.