



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 understands 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 well and 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 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 02-11-207-003, and legally described as follows:

58           LOT 77 IN HILLCREST MEDINAH COUNTRYSIDE ESTATES, BEING A  
59 SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 11, TOWNSHIP  
60 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
61 ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 8, 1957 AS  
62 DOCUMENT NUMBER 832068, IN DUPAGE COUNTY, ILLINOIS.

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

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

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

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

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

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

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

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AYES:  
NAYS:  
ABSENT:  
PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.  
PUBLISHED in pamphlet form this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

\_\_\_\_\_  
Clerk, Village of Roselle, Illinois

VILLAGE OF ROSELLE:

\_\_\_\_\_  
Mayor, Village of Roselle, Illinois

107 **ATTACHMENT "A"**

108 **PRE-ANNEXATION AGREEMENT**

109 2019-\_\_\_\_\_  
110 6N565 Glendale Road  
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 Deo & Sunita Sarup (hereinafter "Owners").

117 WITNESSETH

118 **WHEREAS**, the Owners controls the real estate at 6N565 Glendale Road,  
119 Medinah, 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  
132 provided by 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 19,848 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 sewer services to the Owners' Property while  
142 at the same time obligating the Owners to comply with the terms of this Pre-Annexation  
143 Agreement in order to be entitled under the terms of this Pre-Annexation Agreement to  
144 water and 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 sewer services and replace those  
151 services with a well and 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 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 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 shall remain connected to the Village's water  
217 after the approval of the pre-annexation agreement.

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

223 Failure to construct the sidewalk in accordance with the above sections shall be a  
224 material breach of this agreement and fully absolve and release the Village's obligation  
225 under this agreement, or any other common law or equitable theory of law, to provide any



226 Village utilities whatsoever to the Property. In this instance, the Village shall have the  
227 unmitigated right to disconnect the Property from the Village water and sewer services  
228 upon thirty (30) days' written notice to the owner, petitioner or petitioner's successor.  
229 Petitioner fully waives and releases the Village from any and all claims, actions, causes  
230 of action, damages, injuries, costs, actual or consequential damages, or expenses  
231 associated with the disconnection of Village water and sewer.

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

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

241 12. MEDINAH PARK DISTRICT. The Property is currently within the  
242 boundaries of, and subject to taxation by, the Medinah Park District.

243 13. ROSELLE LIBRARY DISTRICT. Upon annexation, the Owners will annex  
244 into the Roselle Library District and subject to taxation by the Roselle Library District.

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

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

251 16. INVALIDITY. Other than Paragraphs 6, 9 a, b and c, or paragraph 14 or 15,  
252 of this Agreement if any provision of this Agreement, or any section, sentence, clause,  
253 phrase, or word, or the application thereof in any circumstances is held invalid, the validity

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

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

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

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

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

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

280 21. INTEGRATION. This agreement and the corresponding contract/covenant  
281 constitute the full and final agreement between the Village and the undersigned all prior

282 agreed upon terms and conditions being set forth herein. This agreement may not be  
283 modified or amended in any fashion or manner other than by agreement of the parties.

284 22. JURISDICTION. Exclusive jurisdiction and venue for any litigation related  
285 to this matter shall be in the 18<sup>th</sup> Judicial Circuit Court, DuPage County, Wheaton, Illinois.

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

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

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Attest:

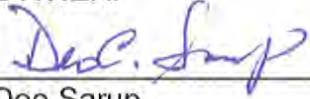
\_\_\_\_\_  
Village Clerk

VILLAGE OF ROSELLE

\_\_\_\_\_  
Village Mayor

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OWNER:

  
\_\_\_\_\_  
Deo Sarup

  
\_\_\_\_\_  
Sunita Sarup

310 Date: \_\_\_\_\_  
311  
312

313 STATE OF ILLINOIS, County of \_\_\_\_\_ ss  
314  
315

316 I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY  
317 CERTIFY that \_\_\_\_\_ is personally known to me to be the same persons whose  
318 name is subscribed to the foregoing instrument as such \_\_\_\_\_ appeared before me this day in person  
319 and acknowledged that he signed and delivered the said instrument at his own free and voluntary act and  
320 as the free and voluntary act of said corporation, for the uses and purposes therein set forth, and the said,  
321 as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said  
322 instrument, as his own free and voluntary act and as the free and voluntary act of said corporation, for the  
323 uses and purposed therein set forth.

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GIVEN under my hand and Notary Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Notary Public

**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 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 sewer services and request that the County of DuPage permit a well and 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 77 IN HILLCREST MEDINAH COUNTRYSIDE ESTATES, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 11,

TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 8, 1957 AS DOCUMENT NUMBER 832068, IN DUPAGE COUNTY, ILLINOIS (hereinafter "Property") hereby covenant and agree, 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 owner, its successors and assigns, in order to maintain access to Village of Roselle potable water and 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 owners.
8. If there is no public sidewalk on contiguous public right-of-way along Glendale Road and Walnut 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 18<sup>th</sup> 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

  
\_\_\_\_\_  
Deo Sarup

  
\_\_\_\_\_  
Sunita Sarup

ATTEST:

\_\_\_\_\_



REVISED 8.11.15

1717 E. Central Road  
Arlington Heights, IL 60005  
Phone: 708-392-7600  
Fax: 708-392-7719

9800 S. Roberts Road  
Palos Hills, IL 60465  
Phone: 708-430-4077  
Fax: 708-598-0696



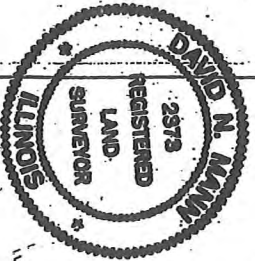
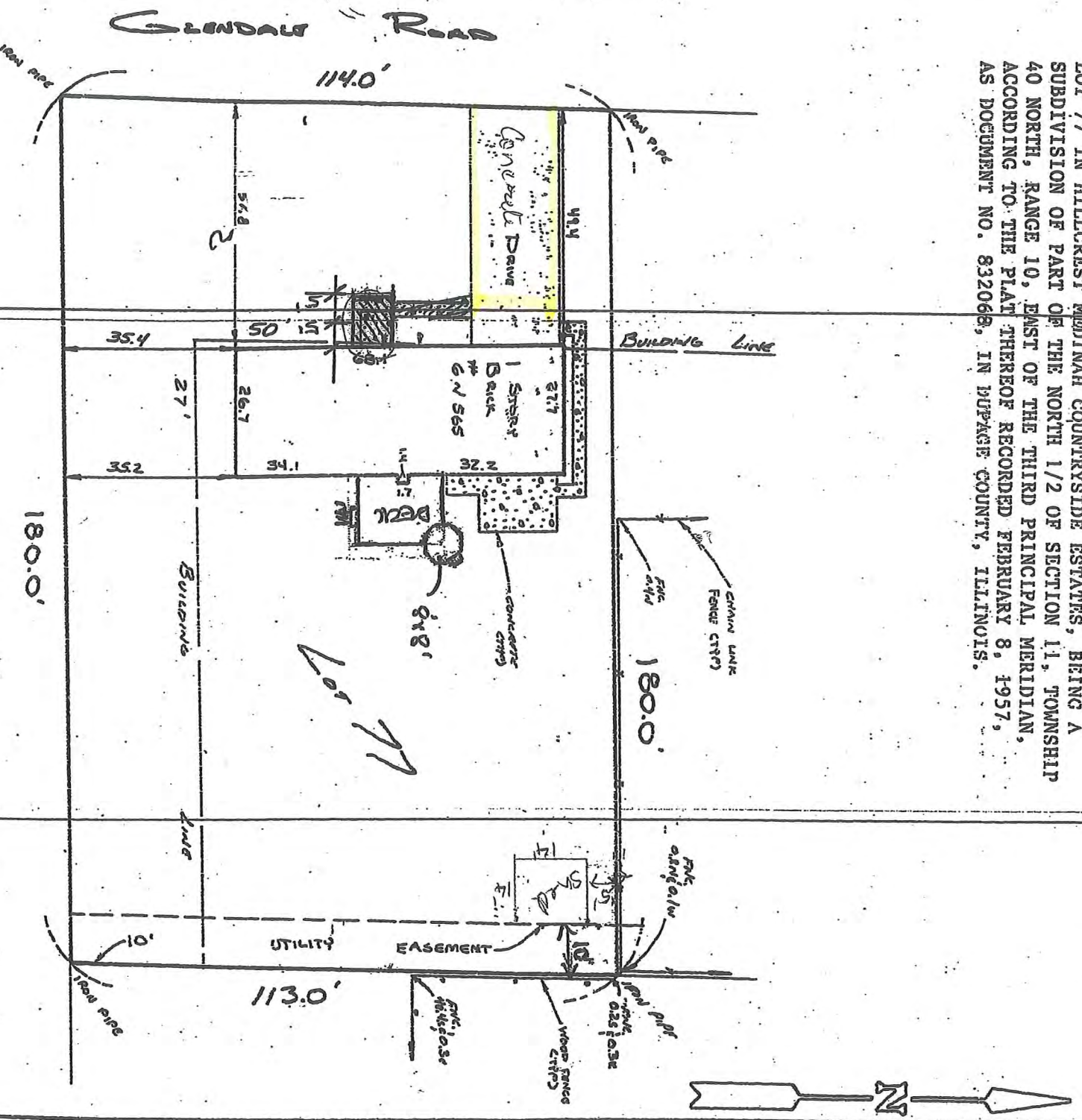
# PLAT OF SURVEY

218 N. County Street  
Waukegan, IL 60085  
Phone: 708-336-2473  
Fax: 708-336-2113

149 N. Virginia Street  
Crystal Lake, IL 60014  
Phone: 815-356-1510  
Fax: 815-356-5658

373 S. County Farm Road  
Wheaton, IL 60187  
Phone: 708-690-3733  
Fax: 708-690-3735

LOT 77 IN HILLCREST MEDINAH COUNTRYSIDE ESTATES, BEING A  
SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 11, TOWNSHIP  
40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 8, 1957,  
AS DOCUMENT NO. 832068, IN DUPAGE COUNTY, ILLINOIS.



STATE OF ILLINOIS  
COUNTY OF LAKE SS

On behalf of MID AMERICA SURVEY COMPANY, I hereby certify that the building(s) on property shown are within the property lines as monumented and that the adjoining improvements do not encroach unless shown. Dated JUNE 25 19 93

MID AMERICA SURVEY COMPANY  
Registered Illinois Land Surveyor  
*David N. Mann*

All distances shown are in feet & decimal parts  
thereof.  
Scale 1" = 30'  
Job No. 216068  
Ordered by SUNITA SARUP

NOTE: Only those Building Lines or Easements shown on a Recorded Subdivision Plat are shown hereon  
unless the description ordered contains a proper description of the required Building Lines or Easements.  
No angles or distances are to be determined by scaling

Compare your description and site markings  
with the plat and at once report any discrep-  
ancies which you may find