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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 12/18/2017 01:36 PM PG: 1 OF 11



VILLAGE OF ROSELLE
31 S. PROSPECT STREET
ROSELLE, IL. 60172

DOCUMENT TITLE PAGE

Document Title: ORDINANCE 2017-3936

AN ORDINANCE AUTHORIZING EXECUTION OF AN
ANNEXATION AGREEMENT FOR
1617 LARSON LANE, ROSELLE
(NEW ADDRESS 745 LARSON LANE, ROSELLE)

Property Address: OLD ADDRESS: 1617 LARSON LANE, ROSELLE, IL 60172
NEW ADDRESS: 745 LARSON LANE, ROSELLE, IL 60172

P.I.N. #: 07-34-401-047-000

Legal Description: THE EAST 280 FEET OF THE WEST 1120 FEET (MEASURED AT RIGHT ANGLES TO THE WEST LINE THEREOF) OF THE SOUTH 148 FEET OF THE NORTH 484 FEET (MEASURED ON SAID WEST LINE) OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. (PIN: 07-34-401-047-0000)

Prepared By/Submitted By:
Village of Roselle
31 S. Prospect Street
Roselle, IL. 60172

RECORDING FEE

158-

DATE 12/18/17

COPIES

OK BY

RUISTO

Bill and Return to:
Village of Roselle
31 S. Prospect Street
Roselle, IL. 60172

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ORDINANCE NO. 2017-3936

AN ORDINANCE AUTHORIZING EXECUTION OF AN ANNEXATION AGREEMENT FOR

1617 Larson Lane
(745 Larson Lane)

WHEREAS, there has been presented to the Corporate Authorities of the Village of Roselle, DuPage and Cook Counties, Illinois, a proposed Annexation Agreement (hereinafter "Agreement"); between the owners of record of real estate *Pradeep Patel* (hereinafter "Owner"); for the property located at *1617 Larson Lane* (hereinafter "Property"); and the Village of Roselle (hereinafter "Village") pursuant to the provisions of Section 11, Division 15.1 of the Illinois Municipal Code; and,

WHEREAS, a public hearing upon the Annexation was held on *November 27, 2017* by the Corporate Authorities of the Village, after proper public notice pursuant to the provisions of the statute, in such case made and provided; and,

WHEREAS, the Corporate Authorities of the Village, after considering the testimony and evidence presented at said public hearing, and after making further investigation of the matters set forth in the proposed Annexation Agreement, have determined that it is in the best interest of the Village to enter into said Agreement with the Owner of record of the Property.

NOW, THEREFORE BE IT ORDAINED, by the Mayor and Board of Trustees of the Village of Roselle, DuPage and Cook Counties, Illinois, as follows:

SECTION 1: That the Mayor of the Village of Roselle is hereby authorized to execute and the Village Clerk is hereby directed to attest to that certain Agreement, a copy of which is attached hereto, and incorporated herein as if fully set forth in *Attachment "A"* between the Village of Roselle, a municipal corporation of DuPage and Cook Counties, Illinois, and *Pradeep Patel* as the Owners of record with respect to the Property legally described as follows:

THE EAST 280 FEET OF THE WEST 1120 FEET (MEASURED AT RIGHT ANGLES TO THE WEST LINE THEREOF) OF THE SOUTH 148 FEET OF THE NORTH 484 FEET (MEASURED ON SAID WEST LINE) OF THE EAST ½ OF THE SOUTHEAST ¼ OF

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SECTION 34, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. (PIN: 07-34-401-047-0000)

SECTION 2: That the location of the Property is illustrated on the Plat of Annexation attached hereto as *Exhibit "A"*.

SECTION 3: That if any part or portion of this Ordinance is declared invalid by a court of competent jurisdiction, such partial invalidity shall not affect the remainder of this ordinance.

SECTION 4: Provided further, this Ordinance shall automatically become null and void without further action of the corporate authorities, unless, within thirty (30) days of the passage of this ordinance, the Agreement is signed by the Owners and returned to the Village Clerk for executing and recording. Extensions to this section may be granted by the Mayor and Board of Trustees in their sole discretion following a formal written request.

AYES: Trejo, Devitt, Berkshire, Pransky, Domke, Pileski

NAYS: None

ABSENT: None

PASSED and APPROVED this 27th day of November, 2017.

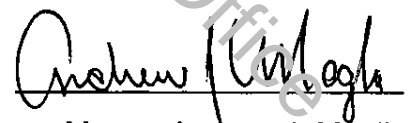
PUBLISHED in pamphlet form this 28th day of November, 2017.

ATTEST:



Village Clerk, Patty Burns

VILLAGE OF ROSELLE



Mayor, Andrew J. Maglio

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ATTACHMENT "A"

ANNEXATION AGREEMENT

(Ordinance 2017-3936)

1617 Larson Lane

(745 Larson Lane)

THIS ANNEXATION AGREEMENT (hereinafter "*Agreement*"); made and entered into this 27th day of November 2017, between the VILLAGE OF ROSELLE, an Illinois municipal corporation located in DuPage and Cook Counties, Illinois (hereinafter "*Village*"); and Pradeep Patel (hereinafter "*Owners*").

WITNESSETH

WHEREAS, the Owners control the real estate located at 1617 Larson Lane, Roselle (Unincorporated Schaumburg Township), Illinois, as illustrated on the Plat of Annexation, marked as *Exhibit "A"*, which is attached hereto and made a part hereof this Agreement (said real estate will hereinafter be referred to as "*Property*"); and,

WHEREAS, the Property is contiguous to the Village Corporate Limits and the Village has concluded that entering into this annexation agreement for the Property under the terms and conditions of this Agreement will enable the Village to control development of the area, permit the sound planning and development of the Village, and otherwise enhance and promote the health, safety and general welfare of the Village; and,

WHEREAS, pursuant to the provisions of the Roselle Village Code and applicable provisions of the Illinois Compiled Statutes and Illinois Constitution, a proposed Petition for Annexation in substance and form of the same as this Agreement was submitted to the Mayor and Board of Trustees of the Village of Roselle, and a public hearing was held on November 27, 2017 thereon pursuant to the notices provided by ordinance and statute; and,

WHEREAS, the Property is currently a single family residential lot containing a single family detached dwelling, and has a lot width not less than 80 feet wide at the building line, and contains more than 12,000 square feet in area, which is qualified to be classified as an R-2, Single Family Residence District in the Roselle Zoning Code.

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

1. LEGAL CONFORMANCE WITH LAW. This Agreement is made pursuant to and in accordance with the provisions of the Roselle Village Code and applicable provisions of the Illinois Compiles Statutes and the Illinois Constitution.
2. PETITION TO ANNEX. The Owners have filed with the Clerk of the Village a proper petition, pursuant to the provisions of the Illinois Municipal Code (65 ILCS 5/7-1-8), conditioned on the execution of this Agreement, to annex the Property to the Village. This Agreement in its entirety, together with the aforesaid Petition for Annexation, shall be null, void, and of no effect unless the Property is validly zoned and classified under the Village's Zoning Ordinance as hereinafter set forth and amended.
3. REZONING. Upon annexation, the Property shall cease being zoned Cook County *R-4, Single Family Residence District*, and shall be zoned R-2, Single Family Residence in conformance with the Roselle Zoning Code.
4. DEVELOPMENT/CONSTRUCTION STANDARDS. Any future development of or construction on the Property shall be in full conformance with the Roselle Zoning Ordinance, Subdivision Control Ordinance, Building Code and other ordinances, codes, rules and regulations of the Village pertaining to the development of the Property to be annexed, except as may be specifically amended pursuant to the terms of this Agreement.
5. VARIATIONS IN LOCAL CODES. Unless stated in the annexation or rezoning ordinances pertaining to the Property, there shall be no specific variations from the Village's ordinances, rules and codes which have been requested or which are permitted with respect to the development / construction of the Property. The Owners may subsequently apply for specific variations from the Village's ordinances, rules and codes without amending this Agreement, provided, however, such applications shall satisfy all standards related to variations.
6. UTILITIES AND PUBLIC IMPROVEMENTS. As a condition of this Agreement, the Owners are requesting connection to and service from the following Village utilities and public improvements. The Owners understand that any connection to these Village utilities and public improvements shall be done in accordance with

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Village engineering standards and the Village Code and such extension and all costs related thereto shall be the responsibility of the Owners and/or the Owners' contractor:

- a. Sanitary Sewer Facilities. The Owners agree to connect to the Village sanitary sewer main within one (1) year of the date of the annexation agreement.
- b. Water Facilities. The Owners agree to connect to the Village water main prior within one (1) year of the date of the annexation agreement.
- c. Public Sidewalk. The Owner agrees to install a public sidewalk within one (1) year of annexation. If the sidewalk is not installed as required herein, the Village, by its Corporate Authorities direction, may disconnect the Water Facilities and Sanitary Sewer Facilities.

In absence of such construction/installation, the Village, in its absolute and sole discretion, may void this Agreement and the annexation of the Property, and upon disconnection, the Village shall have no obligation to provide sewer or water utilities to the Property. Furthermore, the Owner understands that the construction / installation of these public improvements shall be done in accordance with the Village's engineering standards and the Village's Code of Ordinances and such construction/installation, as well as all costs and expenses related thereto, shall be the sole and exclusive responsibility of the Owner.

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

8. SCHAUMBURG TOWNSHIP LIBRARY DISTRICT. The Property is currently within the boundaries of, and subject to taxation by the Schaumburg Township Library District.

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

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10. SCHAUMBURG PARK DISTRICT. The Property is currently within the boundaries of, and subject to taxation by the Schaumburg Park District.
11. CONFLICT IN REGULATIONS. The provisions of this Agreement shall supersede the provisions of any ordinances, codes, or regulations of the Village which may be in conflict with the provisions of this Agreement.
12. AMENDMENT OF ANNEXATION AGREEMENT. This Agreement and any exhibits attached hereto may be amended pursuant to the provisions of the Roselle Village Code, Zoning Ordinance and Illinois Municipal Code.
13. INVALIDITY. If any provision of this Agreement, or any section, sentence, clause, phrase, or word, or the application thereof in any circumstances is held invalid, the validity of the remainder of this Agreement and the application of such provisions, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.
14. TERM OF AGREEMENT. This Agreement shall be binding upon the parties hereto, their respective successors, heirs, administrators, contract purchasers, executors, grantees and assigns for a full term of twenty (20) years from the date of this Agreement. For purposes of this agreement the term "Owners" shall include all subsequent owners of the property.
15. RECORDING. This Agreement shall be recorded in the Office of Recorder of Deeds of Cook County at the expense of the Owners.
16. APPROVAL. That this ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law, except that this Agreement shall not be effective until the Owners of the Property affixes a signature to a true and correct copy of this Agreement, acknowledging that it has reviewed and accepts the provisions of this Agreement.
17. DEFEND AND HOLD HARMLESS. The Owners agree to defend and hold the Village harmless from any and all actions, causes of action, claims, litigation in law or chancery, attorney's fees, and costs required to defend against efforts by anyone to set aside this annexation or the terms of this Agreement.
18. NOTICES. Notices or other writings which any party is required to, or may wish to serve upon any other party in connection with this Agreement, shall be in writing

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and shall be delivered personally or sent by certified or registered mail, return receipt requested, postage prepaid, to the other parties of this Agreement.

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

OWNER

[Handwritten Signature]

VILLAGE OF ROSELLE

[Handwritten Signature: Andrew J. Maglio]

Mayor, Andrew J. Maglio

Attest:

[Handwritten Signature: Patricia Burns]

Village Clerk, Patty Burns

Date: 12-4-2017

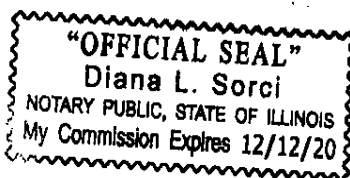
STATE OF ILLINOIS, County of Cook + DuPage ^{SS}

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Pradeep Patel are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their 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 , as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument, as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposed therein set forth.

GIVEN under my hand and Notary Seal this 4 day of December, 2017

[Handwritten Signature: Diana L. Sorci]

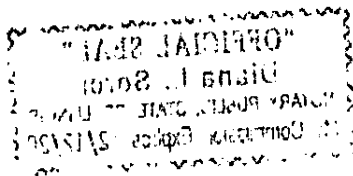
Notary Public



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A handwritten signature in black ink, appearing to be "D. J. ...", written across a vertical line.

Property of Cook County Clerk's Office



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EXHIBIT A

PLAT OF ANNEXATION

**COOK COUNTY
RECORDER OF DEEDS**

**COOK COUNTY
RECORDER OF DEEDS**

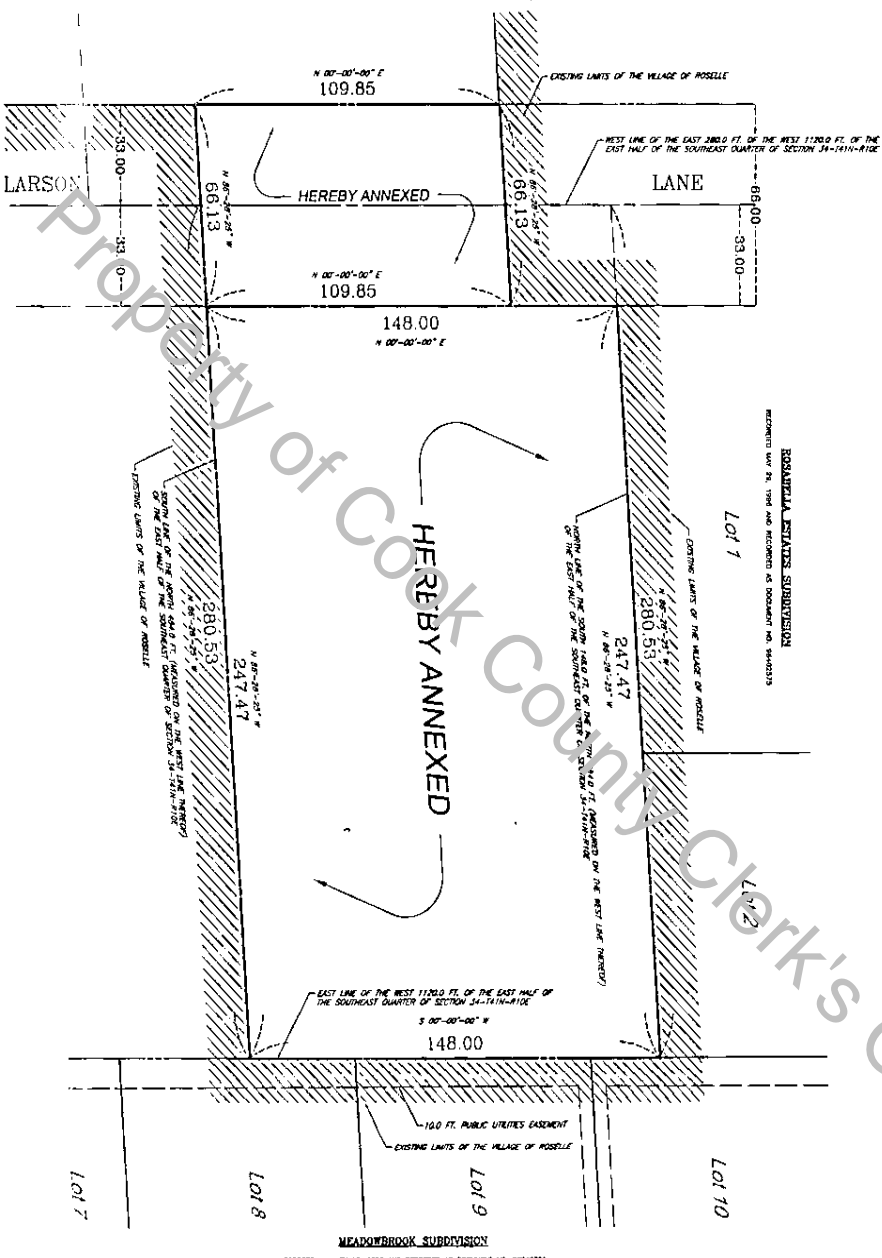
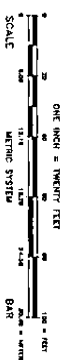
**COOK COUNTY
RECORDER OF DEEDS**

Property of Cook County Clerk's Office

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ILLINOIS BOARD OF JUSTICES GENERAL

STATE OF ILLINOIS }
 COUNTY OF COOK } SA
 THE ABOVE PART OF PARAGRAPHS 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000



PLAT OF ANNEXATION
TO THE VILLAGE OF ROSELLE, COOK COUNTY, ILLINOIS

THE EAST 200 FEET OF THE WEST 1120 FEET (MEASURED AT RIGHT ANGLES TO THE WEST LINE THEREOF) OF THE SOUTH 148 FEET OF THE NORTH 484 FEET (MEASURED ON SAID WEST LINE) OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, ALSO ALL THAT PART OF LARSON LANE LYING WESTERLY OF AND ADDING THE ABOVE DESCRIBED PARCEL, NOT PREVIOUSLY ANNEXED.

FORWARDED BY RETURN TO
 17 S. PROSPECT STREET
 ROSELLE, ILL. 60172
 (815) 808-2800



AREA SCHEDULE

AREA	SQUARE FEET	ACRES
Lot 1	1,000	0.023
Lot 2	1,000	0.023
Lot 7	1,000	0.023
Lot 8	1,000	0.023
Lot 9	1,000	0.023
Lot 10	1,000	0.023
TOTAL	5,000	0.115

STATE OF ILLINOIS }
 COUNTY OF COOK } SS
 I, **PAUL N. LANCHESTER**, a duly qualified and sworn Surveyor in and for the County of Cook, State of Illinois, do hereby certify that the above described plat was lawfully prepared and is a true and correct copy of the original plat as the same appears in my office.

PAUL N. LANCHESTER
 SURVEYOR
 1900 S. MICHIGAN
 CHICAGO, ILLINOIS 60612

FORWARDED BY RETURN TO
 17 S. PROSPECT STREET
 ROSELLE, ILL. 60172
 (815) 808-2800

STATE OF ILLINOIS
DEPARTMENT OF LAND SURVEY
PAUL N. LANCHESTER
SURVEYOR
1900 S. MICHIGAN
CHICAGO, ILLINOIS 60612

PLAT OF ANNEXATION
MARCHESE AND SONS, INC.

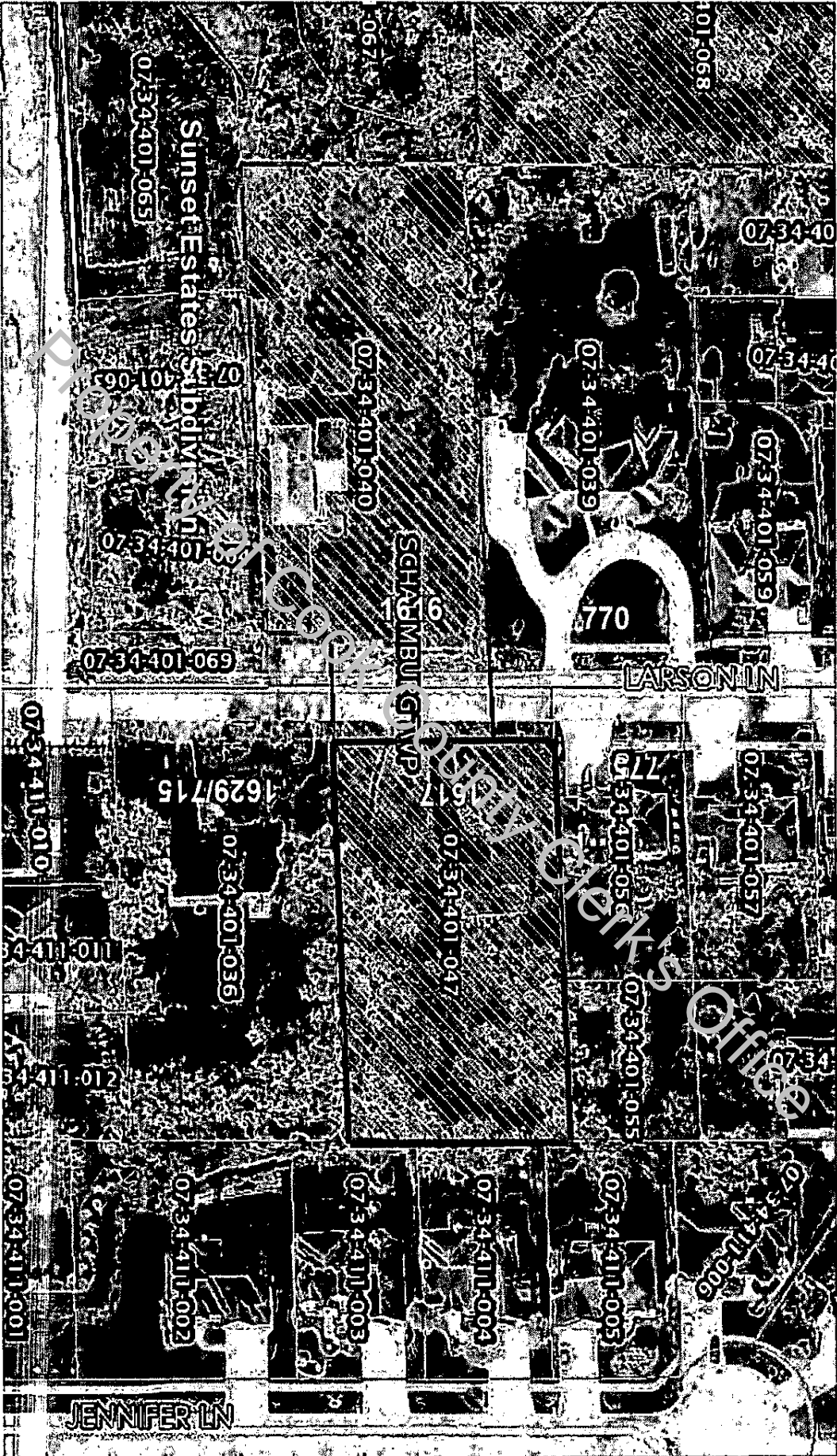
ORDER NO. 17-16957
 ORDERED BY: MR. BRIAN C. SHERN

SCALE: ONE INCH = TWENTY FEET

FORWARDED BY RETURN TO
 17 S. PROSPECT STREET
 ROSELLE, ILL. 60172
 (815) 808-2800

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1617 Larson Lane - Aerial



Current Unincorporated Properties



Subject Property