

# UNOFFICIAL COPY

ORDINANCE NO. 85-1394

86070010

AN ORDINANCE AUTHORIZING THE EXECUTION  
OF A CERTAIN PRE-ANNEXATION AGREEMENT  
FOR CERTAIN PROPERTY ON ROSELLE ROAD  
(PIONEER BANK & TRUST CO., #16545)

WHEREAS, there has been presented to the corporate authorities of the Village of Roselle, DuPage and Cook Counties, Illinois, a proposed form of Pre-Annexation Agreement between the owners of record of the real estate hereinafter described, and the corporate authorities of the Village of Roselle, pursuant to the provisions of Section 11, Division 15.1 of the Illinois Municipal Code; and

WHEREAS, a public hearing upon the Pre-Annexation Agreement has been held by the corporate authorities after proper public notice pursuant to the provisions of the statute in such case made and provided, and

WHEREAS, the corporate authorities, after carefully considering the testimony and evidence presented at the said public hearing and after making further careful investigation of the matters set forth in the proposed Pre-Annexation Agreement, have determined that it is in the best interest of the Village of Roselle to enter into said Pre-Annexation Agreement with the owners of record of the real estate hereinafter described.

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

SECTION 1: THAT the President of the Village of Roselle is hereby authorized and directed to execute and the Village Clerk is hereby authorized and directed to attest a certain "Pre-Annexation Agreement" (Roselle/Merge Sewer) between the VILLAGE OF ROSELLE, a municipal corporation of DuPage and Cook Counties, Illinois, and Pioneer Bank & Trust Co. #16545, with respect to the annexation of the real estate described as follows:

VILLAGE OF ROSELLE  
31 SO. PROSPECT ST.  
ROSELLE, ILLINOIS 60442

86070010

# UNOFFICIAL COPY

ORDINANCE NO. 121201

AN ORDINANCE AUTHORIZING THE EXECUTION  
OF A CERTAIN PRE-ANNEXATION AGREEMENT  
FOR CERTAIN PROPERTY ON ROSSELL ROAD  
(PIONEER BANK & TRUST CO., 418242)

WHEREAS, there has been presented to the corporate authorities of the Village of Roselle, DuPage and Cook Counties, Illinois, a proposed form of pre-annexation agreement between the owners of record of the real estate hereinafter described, and the corporate authorities of the Village of Roselle, pursuant to the provisions of Section 11, Division 12.1 of the Illinois Municipal Code; and

WHEREAS, a public hearing upon the pre-annexation agreement has been held by the corporate authorities after proper public notice pursuant to the provisions of the statute in such case made and provided, and

WHEREAS, the corporate authorities, after carefully considering the testimony and evidence presented at the said public hearing and after making further careful investigation of the matters set forth in the proposed pre-annexation agreement, have determined that it is in the best interest of the Village of Roselle to enter into said pre-annexation agreement with the owners of record of the real estate hereinafter described.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES

of the Village of Roselle, DuPage and Cook Counties, Illinois, as follows:

SECTION 1: THAT the President of the Village of Roselle is hereby authorized and directed to execute and the Village Clerk is hereby authorized and directed to attest a certain "Pre-Annexation Agreement" (Roselle/Merge Sewer) between the VILLAGE OF ROSSELL, a municipal corporation of DuPage and Cook Counties, Illinois, and Pioneer Bank & Trust Co. 418242, with respect to the annexation of the real estate described as follows:

VILLAGE OF ROSSELL  
31 30. PROSPECT ST  
ROSSELL, ILLINOIS 60442

# UNOFFICIAL COPY

8 5 7 0 0 1 0  
The North 150.00 feet of the South 355.00 feet  
(as measured on the East and West line thereof)  
of Lot 5 in Block A in Concord Terrace being a  
Subdivision of the Northwest quarter of the  
Southeast quarter of Section 34, Township 41  
North, Range 10, East of the Third Principal  
Meridian, in Cook County, Illinois.

upon presentation to the President and Clerk of the Village of Roselle a  
signed copy of the said "Pre-Annexation Agreement" duly executed by Pioneer  
Bank & Trust Co. #16545, and attached hereto as Appendix "A".

SECTION 2: THAT if any provision of this ordinance is held to be  
invalid, the application of such provision to the remainder or other portions  
of real estate hereinbefore described (other than those portions of said real  
estate as to which it should have been valid) shall not be affected thereby.

SECTION 3: THAT all ordinances and parts of ordinances in conflict  
or inconsistent with the provisions of this ordinance are hereby repealed to  
the extent of such conflict or inconsistency.

SECTION 4: THAT this ordinance shall be in full force and effect  
from and after its passage and approval.

AYES: Rak, Devlin, Clifford, Chapman

NAYS: None

ABSENT: Asper, Walsh

PASSED and APPROVED this 23rd day of December, 1985.

*Sandra Dunsell*  
President, Village of Roselle

ATTEST:

*Harriet M. Walsh*  
Village Clerk

VILLAGE OF ROSELLE  
31 SO. PROSPECT ST.  
ROSELLE, ILLINOIS 60468

# UNOFFICIAL COPY

The North 150.00 feet of the South 355.00 feet (as measured on the East and West line thereof) of lot 2 in Block A in Concord Terrace being a Subdivision of the Northwest quarter of the Southeast quarter of Section 34, Township 41 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

upon presentation to the President and Clerk of the Village of Roselle a signed copy of the said "Pre-Annexation Agreement" duly executed by Pioneer Bank & Trust Co. 416242, and attached hereto as Appendix "A".

SECTION 2: THAT if any provision of this ordinance is held to be invalid, the application of such provision to the remainder or other portions of real estate hereinbefore described (other than those portions of said real estate as to which it should have been valid) shall not be affected thereby.

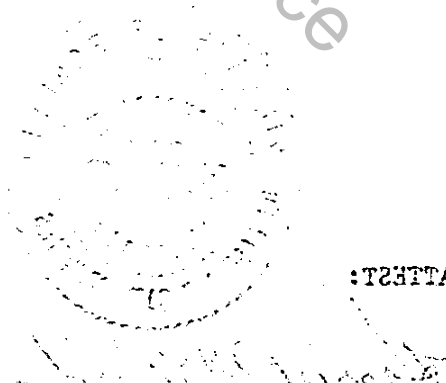
SECTION 3: THAT all ordinances and parts of ordinances in conflict or inconsistent with the provisions of this ordinance are hereby repealed to the extent of such conflict or inconsistency.

SECTION 4: THAT this ordinance shall be in full force and effect from and after its passage and approval.

AYES: Max, David, Clifford, Clarence  
NAYS: None  
ABSENT: Walter, Walter

PASSED and APPROVED this 13th day of December, 1982.

*[Signature]*  
President Village of Roselle



ATTEST:

Village Clerk

VILLAGE OF ROSELLE  
3150 PROSPECT ST.  
ROSELLE, ILLINOIS 60468

PRE-ANNEXATION AGREEMENT  
(ROSELLE/NERGE SEWER)

This Agreement made and entered into as of the 13th day  
of October, 1977, between **PIONEER TRUST &  
SAVINGS BANK**, as Trustee, under Trust Number 16545, dated  
July 31st, 1968, (hereinafter referred to  
as "Owners" and the **VILLAGE OF ROSELLE**, a Municipal Corporation (herein-  
after referred to as the "Village");

W I T N E S S E T H

WHEREAS, the undersigned are the owners of record of the real estate  
described as follows: 67-34-400-024 *AM*

The North 150.00 feet of the South 355.00 feet (as measured on  
the East and West line thereof) of Lot 5 in Block A in Concord  
Terrace being a Subdivision of the Northwest quarter of the  
Southeast quarter of Section 34, Township 41 North, Range 10,  
East of the Third Principal meridian, in Cook County, Illinois.

That the owners of record of each lot are as follows:

|                               |     |   |
|-------------------------------|-----|---|
| Block                         | Lot | Owners  |
|                               |     | <b>PIONEER TRUST &amp; SAVINGS BANK,</b>                  |
| The property above described. |     | as Trustee, under Trust #16545,<br>dated July 31st, 1968. |

WHEREAS, the aforementioned real estate may, as a result of a series of  
annexation, become contiguous to the Village of Roselle; and

WHEREAS, said owners have indicated their desire and intention to annex  
said real estate to the Village of Roselle on certain terms and conditions; and

WHEREAS, the Village is willing to annex the said real estate under  
certain terms and conditions; and

WHEREAS, the aforesaid real estate is not located within the corporate  
limits of any other city or village;

NOW, THEREFORE, in consideration of the mutual covenants and agreements  
hereinafter mentioned to be paid, kept and performed, and other good and  
valuable consideration, the receipt of which is hereby acknowledged, it is  
hereby agreed by and between said parties as follows:

86070010

Return to:  
**VILLAGE OF ROSELLE**  
73 SO. PROSPECT ST.  
ROSELLE, ILLINOIS 60442

# UNOFFICIAL COPY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Clerk of Cook County, Illinois

Witness my hand and the seal of the County of Cook, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Clerk of Cook County, Illinois

\_\_\_\_\_  
Clerk of Cook County, Illinois

\_\_\_\_\_  
Clerk of Cook County, Illinois

Property of Cook County Clerk's Office

1. The Owners and Village understand and agree that the Owners shall, within thirty (30) days after the real estate described above becomes contiguous to the Village and in any event prior to the expiration of the ten year period commencing with the date of this Pre-Annexation Agreement, execute and submit to the President and Board of Trustees of the Village, the following:

(a) An irrevocable petition for annexation to the Village of the real estate described above in the form required by law, duly executed by the owners of the said real estate and the electors residing thereon, if any.

(b) Evidence of title showing that the persons or corporations who filed the petition are the owners of said real estate.

(c) A plat of annexation of the real estate.

(d) Such notices as shall be required to be mailed to Fire Protection Districts, Public Library Districts, and such other municipal bodies and officials as shall be required by law.

(e) Any other instruments reasonably required to effect the annexation of the said property to the Village.

2. The Owners further hereby agree as follows:

(a) That said parcels of real estate shall be annexed to the Village of Roselle on or before ten (10) years from the date hereof at the time the same becomes contiguous to the Village of Roselle and said real estate shall not be annexed to any other city or village.

(b) Each owner shall pay to the Village the then existing tap-on fee for connecting to the Village sewer lines which as of the date hereof is the sum of Three Hundred Seventy-Five Dollars (\$375.00) for each residential sewer tap-on, the same to be paid when and as such lot is connected to the Village sewer line, to cover the cost of connecting to the Village sewer lines.

(c) Each owner fronting on Roselle Road or Herge Road shall pay to the Village at the time an application for permit is filed and his lot is connected to the Village sanitary sewer lines, a further sum equal to his propor-





tionate share of constructing such sewer line in the amount and determined in the manner provided in Ordinance Number 77-672 of the Village of Roselle attached hereto and made a part hereof as Exhibit A.

(d) Each owner shall pay to the Village whenever his lot is connected to the Village sanitary sewer lines, a further sum equal to his proportionate share of oversizing such sewer line, an off-site connection fee as described in Ordinance Number 77-672 attached hereto.

(e) The Owners shall also pay to the Village upon the execution of this agreement the sum of Seventy-five Dollars (\$75.00) per lot to be retained by the Village as payment in full for annexation fees.

(f) The Owners understand that none of the above fees shall be refunded to Owners in the event the real estate described above does not become contiguous to the Village of Roselle and as a result the real estate cannot be annexed to the Village of Roselle within a ten year period from the date hereof.

(g) At or before the expiration of ten years from the date hereof and in the event the real estate does not become contiguous to the Village of Roselle within said ten-year period of time, then in that event Owners agree to execute a declaration or covenant running with the land whereby Owners will agree to annex said real estate when, as and if said real estate becomes contiguous to the Village of Roselle.

3. The Village agrees:

(a) That upon submission to it of all documents and deposits referred to in Paragraph 2 hereof, including proof of contiguity to the Village, it will proceed to enact and adopt all ordinances and resolutions necessary to annex said real estate to the Village, and will cause said ordinances, together with an accurate map of the territory described therein to be recorded with the Recorder of Deeds of Cook County, Illinois.

(b) The Village will permit, allow and authorize the Owners to make connections with various sanitary sewer lines which now and may hereafter constitute the water and sanitary sewer system of the Village of Roselle,

86070010



Illinois, such connections to be made under the supervision of, and at the reasonable location or locations determined by the Village Engineer of Roselle, Illinois; each such connection must have the approval and consent of any agencies of the State of Illinois having jurisdiction thereof.

That in consideration of the mutual promises herein contained, the Owners shall be required to pay the usual sewer tap fee to compensate the Village for inspection and supervision services to be performed by its Superintendent of Public Works.

(c) That upon annexation of said real estate to the Village, pursuant to subparagraph (a) hereof, it shall cause to be issued all necessary permits and licenses for the installation of such sewer, water, pavement, streets and other improvements as shall then be required by existing Ordinance 55-1-59, as amended, and for the construction of improvements and structures in accordance with the terms of the Building Code of the Village and the Village zoning ordinance according to the terms of said ordinances at the time of annexation; provided, however, that such permits and licenses need not be issued unless and until owners have filed application therefore and have obtained the consent and approval of the necessary governmental agencies and have also complied with the requirements of the applicable existing ordinances of the Village, as amended from time to time, and the terms of this Agreement.

(d) It is understood that hearings and proceedings will be brought before the Zoning Board of Appeals and the Village does not prior to the execution of this Agreement give any assurance that said zoning amendments will be passed; provided, however in the event notice and public hearing or hearings are conducted prior to the execution of this Agreement, and this Agreement is executed by the Village, all in the manner provided by law, then in that event, Village agrees that it will amend the zoning ordinance of the Village of Roselle to classify upon annexation, the property herein described for R2 Single Family Residence District. It is further agreed that the zoning district classification established hereunder pursuant to the provisions of this Agreement will not be changed without the consent of the Owner or their successors in title for a period of at least ten (10) years

86070010

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

RECORDED

following the execution of this Agreement.

4. The Owners agree:

(a) That they will comply with the Subdivision regulations of the Village, and the applicable ordinances of the Village and pay all costs provided in said ordinances if the same are lawful or applicable to them or the proceedings hereunder.

(b) To pay all costs incurred by the Village in connection with annexation proceedings pursuant to this Agreement.

(c) To pay the costs, hereinbefore set forth, of connecting to the Village sanitary sewer.

5. The covenants herein contained shall be binding upon the successors and assigns, if any, of the Owners.

6. This Agreement shall be valid and binding for a period not to exceed ten (10) years from the date of execution hereof.

This document is made by the Pioneer Bank & Trust Company as Trustee and accepted upon the express understanding that the Pioneer Bank & Trust Company enters into the same not personally, but only as Trustee and that no personal liability is assumed by nor shall be asserted or enforced against the Pioneer Bank & Trust Company because of or on account of the making or executing this document or of anything therein contained, all such liability, if any being expressly waived, nor shall the Pioneer Bank & Trust Company be held personally liable upon or in consequence of any of the covenants of this document, either expressed, or implied.

PIONEER BANK & TRUST COMPANY

Not personally, but as Trustee, Trust No. 16545

By: *[Signature]*  
VICE PRESIDENT & ASST. SECRETARY

ATTEST: *[Signature]*  
ASST. SECRETARY

The VILLAGE OF ROSELLE, a Municipal Corporation of Illinois

*[Signature]*  
President, Village of Roselle

01002098

86070010

ATTEST:

*[Signature]*  
Village Clerk

RECEIVED  
MAY 11 1906

DEPT-07  
MAY 11 1906 02:19 PM  
\$0.00

16  
6 copies  
ML

