

(Above space for Recorder's Office Only)

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

DOCUMENT TITLE PAGE

Document Title: Ordinance No. 97-2600, An Ordinance Authorizing
Execution of an Annexation Agreement for Meadowbrook Subdivision

Property Address: Generally located at the south side of Nerge Road, west
of Woodfield Trail and east of Larson Lane, Roselle, Illinois 60172

P.I.N.'s: 07-35-300-014 through 019, inclusive
07-34-401-030 through 034, inclusive

Legal Description: See attachment

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

Bill and Return To:
Village of Roselle **BOX 164**
31 Prospect Street
Roselle, IL 60172



ORDINANCE NO. 97-2600

**AN ORDINANCE AUTHORIZING EXECUTION OF
AN ANNEXATION AGREEMENT FOR
MEADOWBROOK SUBDIVISION**

WHEREAS, there has been presented to the corporate authorities of the Village of Roselle, DuPage and Cook Counties, Illinois, a proposed form of annexation agreement between the owner of record and the developer of the real estate hereinafter described, and the corporate authorities of the Village of Roselle, pursuant to the provisions of 65 ILCS 5/11 - 15.1.1 of the Illinois Municipal Code; and

WHEREAS, a public hearing upon the annexation agreement was held on May 19, 1997, 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 said public hearings, and after making further careful investigation of the matters set forth in the proposed annexation agreement, have determined that it is in the best interest of the Village of Roselle to enter into said annexation agreement with the owner of record and the developer 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

UNOFFICIAL COPY

98219874 Page 3 of 21

to execute and the Village Clerk is hereby directed to attest to that certain "Annexation Agreement" between the Village of Roselle, a municipal corporation of DuPage and Cook Counties, Illinois, and Roselle Financial Group and the Holy Apostolic Catholic Assyrian Church of the East Diocese of North America as owners of record and Forest Knoll Construction Inc. as developers with respect to the real estate described as follows:

Parcel One: The North 780.0 ft. measured on the West line thereof (South line being parallel with the North line), (except the West 78.8 ft. thereof measured at right angles to said West line and except the North 50.0 ft. thereof) of that part of the West Half of the Southwest Quarter lying West of the West line of the East 60 acres of said West half of the Southwest Quarter of Section Thirty-Five, Township Forty-One North, Range Ten East, of the Third Principal Meridian, (excepting therefrom the following described tract of land; to wit: that part of the West half of the Southwest Quarter of Section Thirty-Five, Township Forty-One North, Range Ten, East of the Third Principal Meridian, described as follows: commencing at a point on the North line of said West half of the Southwest Quarter of Section Thirty-Five, 258.0 ft. East of the Northwest corner of said Southwest Quarter of Section Thirty-Five, thence East along the North line of said Southwest Quarter, 100.0 ft. to the Northwest corner of the East 60 acres of the West Half of the Southwest Quarter of Section Thirty-Five; thence South on the West line of said East 60 acres, 250.0 ft.; thence North parallel to the West line of said Southwest Quarter, 100.0 ft.; thence North parallel to the West line of said 60 acres, 250.0 ft. to the place of beginning), in Cook County, Illinois.
(07-35-300-014)

Parcel Two: That part of the North 780.0 ft. (measured on the West line thereof, the South line being parallel with the North line) lying East of the East line of the West 1120.0 ft. (measured at right angles to said West line) of the East Half of the Southeast Quarter of Section Thirty-Four, also the West 78.0 ft. (measured at right angles to the West line thereof) of the North 780.0 ft. (measured on said West line of the South line being parallel with the North line) of the West half of the Southwest Quarter of Section Thirty-Five, Township Forty-One North, Range Ten East of the Third Principal Meridian, in Cook County, Illinois.
(07-35-300-015 through 019, inclusive and
07-34-401-030 through 034, inclusive)

(hereinafter "Property")

upon presentation to the President and Clerk of the Village of Roselle of a signed copy of said Annexation Agreement (attached hereto as Appendix "A") duly executed by the above named parties.

SECTION 2: That the location of the Property is illustrated on the map attached as Appendix "B".

SECTION 3: That if any part or portion of this ordinance or the annexation agreement authorized herein, shall be declared invalid by a court of competent jurisdiction, such partial invalidity shall not affect the remainder of this ordinance, the annexation agreement authorized herein or the application of this ordinance to the Property (other than those portions of the Property as to which it has been held invalid), shall not be affected thereby.

SECTION 4: 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 5: That this ordinance shall be in full force and effect from and after its passage and shall be binding upon the parties hereto, successors, owners of record of land which is the subject of the agreement, lessees, developers and upon the corporate authorities of said Village and successor municipalities for a period of twenty (20) years from the date of execution hereof.

AYES: Plasschaert, Eckert, Devlin, Stephens, Rhode

NAYS: None

ABSENT: Sass

PASSED and APPROVED this 13th day of October, 1997.

PUBLISHED in pamphlet form this 14th day of November, 1997.

Gayle A. Smolenski
President, Village of Roselle

ATTEST:

Linda McCormatt
Village Clerk

APPENDIX A

ORDINANCE NO. 97-2600

ANNEXATION AGREEMENT
MEADOWBROOK
(Lee-Bedoya Part)

THIS ANNEXATION AGREEMENT made and entered into this 13th day of October 1997, among the VILLAGE OF ROSELLE, an Illinois municipal corporation located in DuPage and Cook Counties, Illinois (hereinafter "Village"), and Sang Jin Lee and Hija Lee and Roselle Financial Group (hereinafter "Owners"), and Forest Knoll Development Company (hereinafter "Developer").

WITNESSETH

WHEREAS, the Owners control the real estate located on the south side of Nerge Road, west of Woodfield Trail and east of Larson Lane, Roselle, Cook County, Illinois, the description of which is set forth in the Plan of Annexation, marked as Exhibit "A", which is attached hereto and made a part hereof of this Agreement (said real estate will hereinafter be referred to in its entirety as the "Property"); and

WHEREAS, real estate which fronts Larson Lane between 1035 and 1729 Larson Lane, immediately south of the Property, was annexed to the Village by Ordinance No. 94-2404; and

WHEREAS, the Property is vacant and, together with said Larson Lane property, is under consideration by the Village for rezoning and subdivision approval to permit a thirty-three (33) lot residential subdivision (hereinafter "Meadowbrook Subdivision"); and

WHEREAS, the Village has concluded that annexation of the Property under the terms and conditions of this Agreement would further the growth of the Village, enable the Village to control development of the area, increase the taxable value of the property within the Village, extend the corporate limits and jurisdiction of the Village, 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 Annexation Agreement in substance and form similar to this Agreement was submitted to the President and Board of Trustees of the Village of Roselle, and a public hearing was held on May 19, 1997 thereon pursuant to the notices provided by ordinance and statute; and

WHEREAS, the Planning and Zoning Commission held a public hearing on May 1, 1997 to consider zoning the Property R-2 upon annexation; and

WHEREAS, the Property is contiguous to the corporate limits of the Village.

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 Compiled Statutes and the Illinois Constitution.
2. PETITIONS TO ANNEX. The Owners have filed with the Clerk of the Village proper petitions 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. ANNEXATION ORDINANCE. Upon passage of the ordinance approving execution of this Agreement, the Village shall enact an ordinance annexing the Property to the Village.

4. REZONING. Upon passage of the ordinance annexing the Property, the Village shall, without further public hearing, enact such ordinances as are necessary classifying the Property as an R-2 Single Family Residence District in conformance with the Village Code.

5. DEVELOPMENT/CONSTRUCTION STANDARDS. Any future development of or construction on the Property shall be in full conformance with the Village's Zoning Ordinance, Subdivision Regulations, 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 varied by the terms of this Agreement. The ordinances, codes, rules and regulations existing on the date of application for building, or other permits, shall be applicable, except as the same may be specifically amended pursuant to the terms of this Annexation Agreement.

6. FRONT AND SIDE YARD SETBACKS. All front and corner side yards shall be at least thirty (30) feet in depth, except that the front yards on lot

numbers 11, 12, 13, 21 and 22, as shown on the Meadowbrook Subdivision Preliminary Plat Sheet 3 of 3 prepared by Comprehensive Construction Services, Inc. dated June 10, 1994, attached hereto and made a part hereof as Exhibit "B", shall be set back far enough to permit said lots to be a minimum of eighty feet (80') wide at the front building setback lines thereon.

VARIATIONS IN LOCAL CODES. Unless stated in the annexation or rezoning ordinances or subdivision resolution 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. Owners may subsequently apply for specific variations from the Village's ordinances, rules and codes without amending this Annexation Agreement, provided, however, such application shall satisfy all established standards and procedures related to variations.

The Village shall grant the following variations:

- a. From the Subdivision Regulations, Section 9.04 (A)(1), to permit the length of a residential block to exceed one thousand feet (1,000').
- b. From the Zoning Ordinance, Section 7.04 (C)(2), to permit the lot widths for lots 11, 12, 13, and 21 to be less than the minimum eighty feet (80').
- c. From the Zoning Ordinance, Section 7.04 (D)(2), to permit a reduction in the required side yard setbacks from a total of twenty feet (20') to sixteen feet (16').

d. From the Subdivision Regulations, Section 9.05 (J), to permit a flag lot for lot 22. Any other variations from the Village's Zoning Ordinance or Subdivision Regulations desired by the Owners shall be applied for in accordance with the standards and procedures established therein.

8. EXTENSION OF JENNIFER LANE. Owners shall deposit a Letter of Credit equal to one hundred ten percent (110%) of the Village Engineer's estimate (hereinafter "Escrow 1") of the costs of all public improvements necessary to engineer, construct, and complete the extension of Jennifer Lane, including applicable public utilities and appurtenances (hereinafter "Improvements"), into the Property. Escrow 1 shall be held by the Village until it is released to pay for the Improvements or, if the Improvements are completed by the Owners, until after acceptance of the Improvements by the Village. Any sums remaining after payment for the Improvements shall be returned to the entity posting the cash bond except ten percent (10%) of the total cost of the Improvement which shall be held for two (2) years after acceptance of the Improvements in conformance with the Village's Subdivision Regulations. The Village shall not be obligated to pay interest on funds maintained in Escrow 1. No building permits shall be issued for the Property until Escrow 1 is deposited with the Village.

9. ACQUISITION OF JENNIFER LANE. The Corporate Authorities of the Village of Roselle have determined that it is in the best interest of the public health, safety and welfare to extend Jennifer Lane into the subdivision so as to provide adequate fire, police and other emergency vehicle egress and ingress. It is the

Village's intent to acquire property from Community Consolidated School District 54 for the extension of Jennifer Lane through a negotiation or any other necessary legal process. The Owners shall deposit TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00) into an account at the Village within thirty (30) days of written notice by the Village served upon the Owners that the Village has been unable to voluntarily secure the right-of-way for the extension of Jennifer Lane from Community Consolidated School District 54 or upon written notice that it has acquired the property for an acceptable price. This TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00), as well as the further sums (donations) further referred to in Paragraph 10 shall be referred to as Escrow 2. Escrow 2 shall be used for the Village to pay any and all costs incurred by the Village in acquiring the right-of-way necessary for the extension of Jennifer Lane, including but not limited to, the cost of purchasing the right-of-way, the cost of hiring appraisers or other experts, court costs, miscellaneous costs incurred in consequence of the Village securing the right-of-way, and attorney's fees as incurred by the Village. No building permit shall be issued for the property until the initial TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00) has been deposited into Escrow 2. The Owners shall also be obligated to pay those additional fees described in Paragraph 10.

10. ADDITIONAL FEES FOR JENNIFER LANE ACQUISITION. With each building permit the Owners shall pay the Village an additional fee as follows:

| <i>Number of Bedrooms</i> | <i>Additional fee Owner shall pay Village</i> |
|---------------------------|---|
| 2 Bedrooms | \$ 726.00 |
| 3 Bedrooms | \$1,458.00 |
| 4 Bedrooms | \$2,165.00 |
| 5 Bedrooms | \$1,801.00 |

These additional fees, in conjunction with the \$25,000.00 fee described in Paragraph 9, shall be applied to any and all costs of any litigation or, other acquisition efforts, initiated by the Village to secure property to extend the Jennifer Lane right-of-way into the Property. The additional fees described in this Paragraph shall be paid regardless of whether the litigation to secure the Jennifer Lane right-of-way is or is not initiated or is or is not prosecuted to settlement or judgment or other disposition. If there are any sums remaining, or still due, or may become due upon issuance of a building permit, upon completion of the litigation or acquisition process the Village may use and apply such additional fees as it deems appropriate in its sole discretion. The Owners shall have no obligation to pay any other costs of litigation to secure the Property for the extension of Jennifer Lane other than those described in this Paragraph and Paragraph 9. The Owners shall also remain liable for the costs of engineering construction and completion of the Jennifer Lane right-of-way as described in Paragraph 8 herein.

11. PROPOSED USE. After annexation of the Property the Village shall pass resolutions granting final subdivision approval provided that the final plat of subdivision is generally consistent with Exhibit B and further satisfies all applicable laws, codes, ordinances, rules and regulations.

12. UTILITIES AND PUBLIC IMPROVEMENTS. As a condition of this Annexation Agreement, the Owners are requesting connection to and service from the following Village utilities and public improvements. The Owners understand that any extension of and connection to these Village utilities and public improvements shall be done in accordance with 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. Water Facilities.

The Owners shall connect to the Village water line pursuant to Village Code.

b. Sanitary Sewer Facilities

The Owners shall connect to the Village sanitary sewer pursuant to Village Code.

c. Sidewalk.

The Owners agree to construct public sidewalks in conformance with the Engineering Subdivision Plan prior to the issuance of any occupancy permit for the property as part of the subdivision as shown on Exhibit B or to post a cash bond

equal to one hundred ten percent (110%) of the cost of the construction of the sidewalk as estimated by the Village Engineer.

The Owners further understand and agree that any development of the Property shall be subject to final engineering approval by the Village Engineer.

13. ANNEXATION PERMIT AND RECAPTURE FEES. The amount of permit, license, inspection, tap-on, recapture or connection fees imposed by the Village which are applicable to or required to be paid by the Owners or successor owners, contractors, subcontractors, materialmen, or others performing work or supplying materials in connection with the development or construction of improvements on or about the Property shall be the amount or rate of said fees in effect at the time of application for same. Annexation fees shall be due and payable within 30 days of passage of the ordinance annexing the Property.

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

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

16. INVALIDITY. If any provision of this Annexation Agreement, or any section, sentence, clause, phrase, or word, or the application thereof in any circumstance is held invalid, the validity of the remainder of this Annexation Agreement

and the application of such provisions, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby

17. TERM OF AGREEMENT. This Annexation Agreement, its terms conditions, obligations and covenants shall run with the property and 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 and for a full term of twenty (20) years from the date of any

amendment thereto, except with respect to the fees. Upon conveyance of the fee property to Roselle Financial Group and/or the Developer, the fees shall be released from all obligations and commitments under this Annexation Agreement.

Mills 17 June 2011 Attorney for the fees

Robert Lewis Ryan P. Hornschuh

18. BINDING EFFECT. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, assigns, contract purchasers, successors,

and grantees, except with respect to the fees. Upon conveyance of the fee property to Roselle Financial Group and/or the Developer, the fees shall be released from all obligations and commitments under this Annexation Agreement.

Mills 17 June 2011 Attorney for the fees

Robert Lewis Ryan P. Hornschuh

19. RECORDING. This Agreement shall be recorded by the Village Clerk in the Office of the Recorder of Deeds of the County of Cook at the expense of the Owners.

20. DEFEND AND HOLD HARMLESS. Owners agree to defend and hold Village harmless from any and all action, cause of action, claims, litigation in law or chancery, attorneys' fees, and costs required to defend against efforts by anyone to set aside this annexation or the terms of this Agreement.

21. APPROVAL. This Agreement and the ordinance approving this Agreement shall be null and void if this Agreement is not signed within thirty (30) days from the date the ordinance authorizing execution of this Agreement is enacted, unless the time period is extended by agreement of the parties

22. 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 and shall be delivered personally or sent by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If To the Village:

Village of Roselle
c/o Village Clerk
31 S. Prospect Street
Roselle, IL 60172-2097

If To the Owners:

Sang Jin Lee and Hija Lee
Representing Attorney
Michael T. Jursik
180 N. LaSalle Suite 1600
Chicago, IL 60601

If To the Developer:

Forest Knoll Development Company
Attention: Robert G. Cimo
2155 Stonington Ave. Suite 203
Hoffman Estates, IL 60195

Roselle Financial Group, Inc.
Attention: Roger Householder
141 W. Jackson Ave. # 3010
Chicago, IL 60604

or such other addresses that any party hereto may designate in writing to the other parties pursuant to the provisions of this paragraph.

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

VILLAGE OF ROSELLE, a
municipal corporation

BY: Gayle A. Knolinski
Village President

Date: November 13, 1997

ATTEST:

By: Linda M. Deemott
Village Clerk

THE LEES CONSENT TO THIS ORDINANCE IS SUBJECT TO THE VILLAGE OF ROSELLE'S APPROVAL OF THE LANGUAGE MODIFICATIONS TO SECTIONS 17 AND 18.

By: Sang Jin & Hija Lee
Michael T. Jurzik, Attorney
as Owners - Parcel One

Date: 10/31/97

Robert G. Cimo
By: Robert G. Cimo, President
Forest Knoll Development Company
as Developer

Date: 10-31-97

Roger Householder
By: Roger Householder,
President
Roselle Financial Group, Inc.
as Owner - Parcel Two

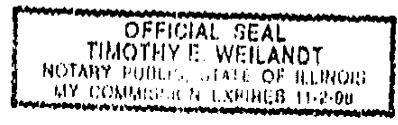
Date: 10/31/97

STATE OF ILLINOIS)
) ss
COUNTY OF)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Michael T. Jurzik is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such he appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 31 day of October, 1997

Timothy E. Weilandt
Notary Public

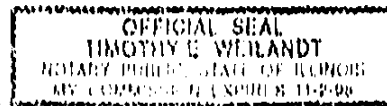


STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Roger Householder, of Roselle Financial is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such he appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as 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 James J. [unclear], as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument, as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 21 day of October, 1997

[Signature]
Notary Public

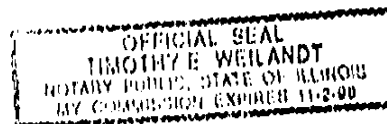


STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Robert G. Cimo, President, of Forest Knoll Development Company is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such he appeared before me this day in person and acknowledged that he signed and delivered the said instrument as 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 James J. [unclear], as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument, as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 21 day of October, 1997

[Signature]
Notary Public



IN WITNESS WHEREOF, this Annexation Agreement has been executed and delivered by the undersigned this 29th Day of December, 1997.

MORTGAGOR

(TRUSTEE)

Independent Trust Corporation T/U/T/A dated 12/12/96 and known as Trust #20247 and not individually.

By: Cheryl Jaworsky, Trust Officer

Attest: Richard E. Nardella, Trust Officer

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee, are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this INSTRUMENT is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against INDEPENDENT TRUST CORPORATION, on account of this INSTRUMENT or on account of any representation, covenant, undertaking or agreement of the said Trustee in this INSTRUMENT contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

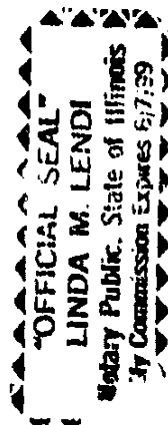
STATE OF ILLINOIS

COUNTY OF 58.

I, the undersigned, a Notary Public, in the State aforesaid, DO HEREBY CERTIFY, that Cheryl Jaworsky, Trust Officer of the INDEPENDENT TRUST CORPORATION and Richard E. Nardella, T.O. of said Trust Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Trust Officer, respectively, 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 Trust Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Trust Officer then and there acknowledged that he, as custodian of the corporate seal of said Trust Company, did affix the corporate seal of said Trust Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Trust Company as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 29th day of December A.D. 19 97

Linda M. Lendi
Notary Public



IN WITNESS WHEREOF, this Annexation Agreement has been executed and delivered by the undersigned this 29th Day of December, 1997.

Mortgagee- Citibank, Federal Savings Bank

By: [Signature]

Attest: _____

STATE OF ILLINOIS,
County of COOK } SS.

I, Joseph A. Pfeisel
a Notary Public in and for and residing in said County, in the State aforesaid. DO HEREBY
CERTIFY THAT Joseph A. Pfeisel

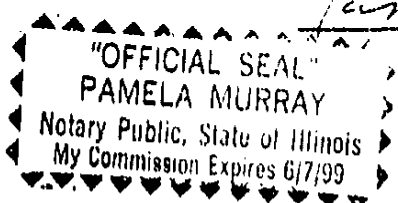
Vice President Officer of CITIBANK, FEDERAL SAVINGS BANK
and _____ Officer of

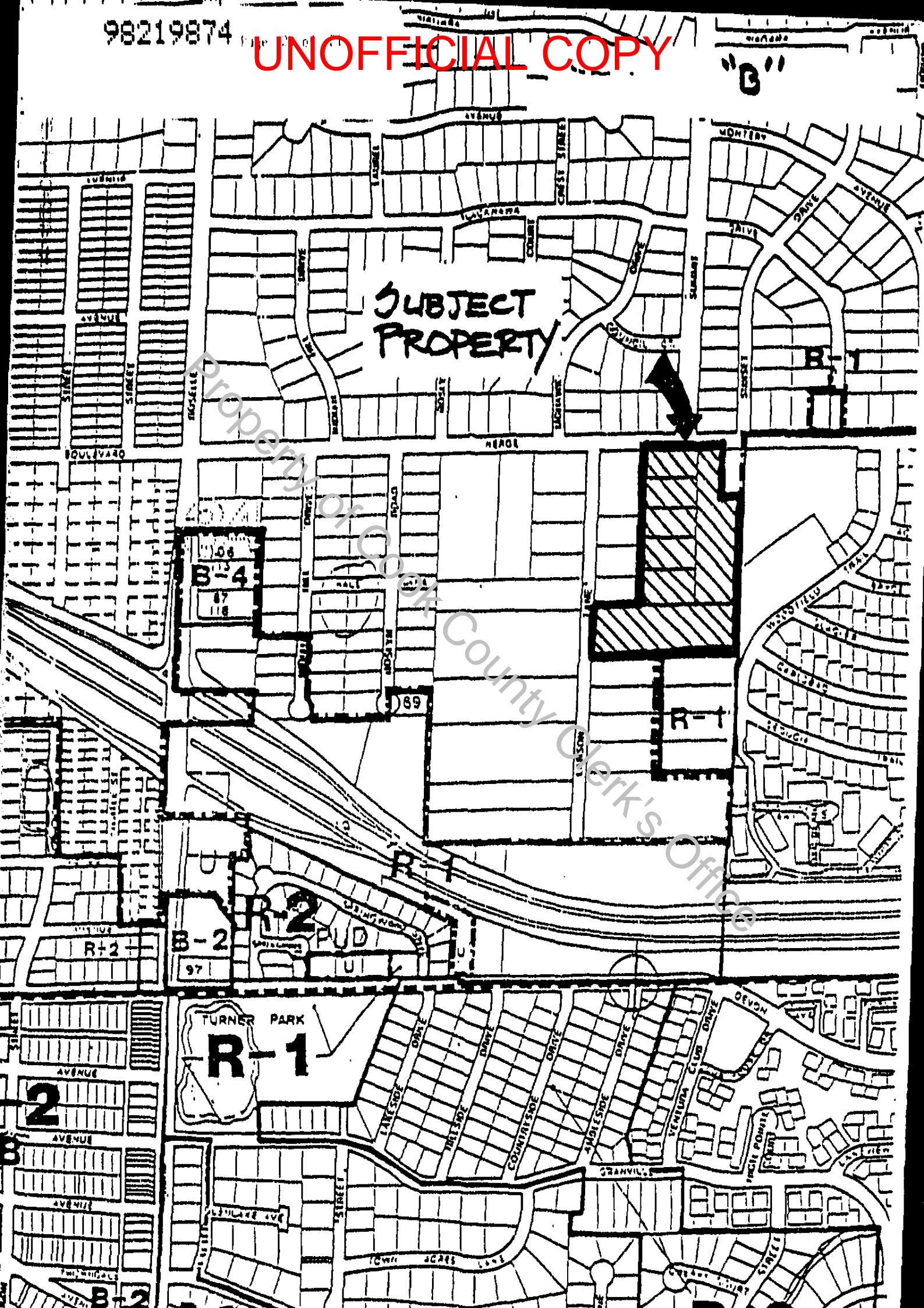
said BANK personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such
Officer and _____ Officer, respectively, appeared before me this day in person and acknowledged that they signed and
delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said BANK for the uses
and purposes therein set forth; and the said _____ Officer then and there acknowledged that said _____ Officer as custodian of the
corporate seal of said BANK did affix the corporate seal of said BANK to said instrument as said _____ Officer's own free
and voluntary act and as the free and voluntary act of said BANK for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29th day of December, 19 97.

Pamela Murray NOTARY PUBLIC

Notarial Seal





SUBJECT PROPERTY

Property of County Clerk's Office

B-4
106
118

89

B-2
R-2
97
PUD

TURNER PARK
R-1

2

B-2

**Meadowbrook Subdivision
Legal Description**

Parcel One: The North 780.0 ft. measured on the West line thereof (South line being parallel with the North line), (except the West 78.8 ft. thereof measured at right angles to said West line and except the North 50.0 ft. thereof) of that part of the West Half of the Southwest Quarter lying West of the West line of the East 60 acres of said West half of the Southwest Quarter of Section Thirty-Five, Township Forty-One North, Range Ten East, of the Third Principal Meridian, (excepting therefrom the following described tract of land: to wit: that part of the West half of the Southwest Quarter of Section Thirty-Five, Township Forty-One North, Range Ten, East of the Third Principal Meridian, described as follows: commencing at a point on the North line of said West half of the Southwest Quarter of Section Thirty-Five, 258.0 ft. East of the Northwest corner of said Southwest Quarter of Section Thirty-Five; thence East along the North line of said Southwest Quarter, 100.0 ft. to the Northwest corner of the East 60 acres of the West Half of the Southwest Quarter of Section Thirty-Five; thence South on the West line of said East 60 acres, 250.0 ft.; thence North parallel to the West line of said Southwest Quarter, 100.0 ft.; thence North parallel to the West line of said 60 acres, 250.0 ft. to the place of beginning). In Cook County, Illinois.

P.I.N.: (07-35-300-014)

Parcel Two: That part of the North 780.0 ft. (measured on the West line thereof, the South line being parallel with the North line) lying East of the East line of the West 1120.0 ft. (measured at right angles to said West line) of the East Half of the Southeast Quarter of Section Thirty-Four, also the West 78.0 ft. (measured at right angles to the West line thereof) of the North 780.0 ft. (measured on said West line of the South line being parallel with the North line) of the West half of the Southwest Quarter of Section Thirty-Five, Township Forty-One North, Range Ten East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N.: (07-35-300-015 through 019, inclusive and 07-34-401-030 through 034, inclusive)

Common Address: Generally located at the Southeast corner of Nerge Road and Larson Lane, Roselle, Illinois 60172