
THE VILLAGE OF BLOOMINGDALE

DUPAGE COUNTY, ILLINOIS

ORDINANCE

NUMBER 2022 - 15

**AN ORDINANCE
AUTHORIZING AND APPROVING
THE EXECUTION OF
AN ANNEXATION AGREEMENT
FOR THE PROPERTY COMMONLY REFERRED TO AS
5N242 GLEN ELLYN ROAD, BLOOMINGDALE, ILLINOIS**

FRANCO A. COLADIPIETRO, Mayor

PAMELA S. HAGER, Village Clerk

VINCE ACKERMAN
WILLIAM BELMONTE
BILL BOLEN
FRANK BUCARO
PATRICK SHANNON
JUDI VON HUBEN

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Bloomingdale
on this the 14th day of March, 2022

ORDINANCE 2022- 15

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FOR THE PROPERTY COMMONLY REFERRED TO AS
5N242 GLEN ELLYN ROAD, BLOOMINGDALE, ILLINOIS**

WHEREAS, the Village of Bloomingdale, DuPage County, Illinois (the "Village") is a home rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such Section, it may exercise any power and perform any function pertaining to its government and affairs;

WHEREAS, BARBARA WEBERLING and ANDREW J. CARR are the owner(s) of record (hereinafter collectively referred to as the "Owner") of the real estate commonly referred to as 5N242 GLEN ELLYN ROAD, Bloomingdale, Illinois (hereinafter referred to as the "Subject Property") located in unincorporated DuPage County, legally described in Exhibit A attached hereto and made a part hereof;

WHEREAS, Owner has submitted a written petition for annexation (the "Petition") to the Village pursuant to 65 ILCS 5/7-1-8 to annex the Subject Property into the corporate limits of the Village of Bloomingdale;

WHEREAS, the Owner and the Village intend that the Subject Property be annexed to the Village subject to the terms of an Annexation Agreement between the Village and the Owner, a copy of which is attached hereto as Exhibit B (hereinafter referred to as the "Annexation Agreement");

WHEREAS, the Village published a notice of public hearing (the "Notice"; attached hereto and incorporated herein as Exhibit C) before the President and Board of Trustees regarding the proposed Annexation Agreement, in a newspaper of general circulation on February 25th, 2022 in accordance with 65 ILCS 5/11-15.1-3;

WHEREAS, a public hearing was held to discuss the terms of the Annexation Agreement before the Village President and Board of Trustees on March 14th, 2022 as required by 65 ILCS 5/11-15.1-3 and the ordinances of the Village; and

WHEREAS, the President and Board of Trustees of the Village have determined that entering into the Annexation Agreement would be in the best interest of the public safety and welfare of the residents of the Village of Bloomingdale.

NOW, THEREFORE, BE IT ORDAINED, in open meeting assembled by the Village President and Board of Trustees of the Village of Bloomingdale, DuPage County, Illinois pursuant to its home rule powers as follows:

Section One - Recitals

The Board of Trustees hereby find that all of the recitals hereinbefore stated as contained in the preamble to this Ordinance are full, true and correct and do hereby, by reference, incorporate and make them part of this Ordinance as legislative findings.

Section Two – Approval of Annexation Agreement

The Corporate Authorities of the Village of Bloomingdale hereby approves the Annexation Agreement substantially in the form attached hereto and made a part hereof as Exhibit B.

Section Three – Authorization and Direction

The Village President is hereby authorized to execute, and the Village Clerk is hereby authorized to attest the Annexation Agreement, substantially in the form attached hereto as Exhibit B, with such changes therein as shall be approved by the Village Attorney and the officials of the Village executing the same, their execution thereof to constitute exclusive evidence of their approval to any and all changes or revisions therein from and after the execution and delivery of such Annexation Agreement.

Section Four - Other Actions Authorized

The officers, employees and/or agents of the Village shall take all actions necessary or reasonably required to carry out and give effect to the intent of this Ordinance and otherwise to

consummate the transactions contemplated herein, and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein.

Section Five - Acts of Village Officials

That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this Ordinance are hereby, in all respects, ratified, approved, authorized and confirmed.

Section Six – Effective Date

This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Section Seven - Publication

This Ordinance shall be published in book or pamphlet form as provided by the Illinois Municipal Code.

Section Eight – Conflict Clause

All Ordinances and Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section Nine – Saving Clause

If any section, paragraph, clause or provision of this Ordinance is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Ordinance which are hereby declared to be separable.

Section Ten – Recording

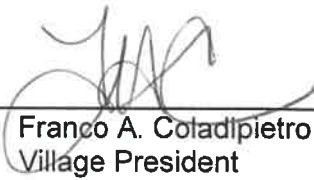
This Ordinance shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of Bloomingdale.

/ / /

DECIDED pursuant to a roll call vote as follows:


	YES	NO	ABSENT	PRESENT
Vince Ackerman	X			
William Belmonte	X			
Bill Bolen	X			
Frank Bucaro	X			
Patrick Shannon	X			
Judi Von Huben	X			
Franco A. Coladipietro (only if necessary)				
TOTAL	6	0	0	

PASSED AND APPROVED by the Village of Bloomingdale Board of Trustees on the 14th day of March, 2022.



Franco A. Coladipietro
Village President

ATTEST:



Pamela S. Hager
Village Clerk

Exhibit A

Legal Description

THE NORTH 133.333 FEET OF THE SOUTH 266.666 FEET, BOTH AS MEASURED ON THE EAST AND WEST LINES THEREOF, OF THAT PART OF WEST HALF OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF CHICAGO-ELGIN ROAD (LAKE STREET) WITH THE NORTH AND SOUTH QUARTER SECTION LINE OF SAID SECTION 14; THENCE SOUTH ALONG SAID QUARTER SECTION LINE 2068.53 FEET TO AN OLD FENCE LINE RUNNING WESTERLY; THENCE WESTERLY ALONG SAID FENCE LINE; 1999.50 FEET TO AN OLD FENCE LINE RUNNING NORTH; THENCE NORTH ALONG SAID FENCE LINE AND SAID FENCE LINE EXTENDED NORTH, 2339.95 FEET TO THE CENTER LINE OF CHICAGO-ELGIN ROAD; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID ROAD, 2008.25 FEET TO THE PLACE OF BEGINNING, EXCEPTING THEREFROM THAT PART THEREOF THAT LIES WESTERLY OF THE CENTER LINE, IF EXTENDED SOUTHERLY, OF EUCLID AVENUE, IN SUNCREST HIGHLANDS, UNIT NO. 3, AND EXCEPTING THE NORTH 133.333 FEET TO THE SOUTH 266.666 FEET, BOTH AS MEASURED ON THE EAST AND WEST LINES THEREOF, OF THE WEST 461.45 FEET (MEASURED ON THE NORTH AND SOUTH LINES THEREOF) OF THAT PART THEREOF LYING EASTERLY OF THE CENTERLINE OF EUCLID AVENUE AS EXTENDED SOUTHERLY IN SUNCREST HIGHLANDS UNIT NO. 3, ALL IN DUPAGE COUNTY, ILLINOIS.

which Property is commonly known as 5N242 Glen Ellyn Road, Bloomingdale, Illinois (Permanent Tax Identification No. 02-14-306-026)

Exhibit B
Annexation Agreement

ANNEXATION AGREEMENT

This **ANNEXATION AGREEMENT** (this "Agreement") is entered into as of the Effective Date (as hereinafter defined), by and between the **VILLAGE OF BLOOMINGDALE**, an Illinois home rule municipal corporation situated in DuPage County, Illinois (the "Village"); and **BARBARA WEBERLING** and **ANDREW J. CARR** (hereinafter referred to collectively as the "Owner"). The Village and Owner are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Owner is the owner of a 1.153 acre parcel of real property located on the western side of Glen Ellyn Road, north of Ironwood Drive and south of Tee lane, in unincorporated DuPage County, Illinois, commonly known as 5N242 Glen Ellyn Road, Bloomingdale, 60108 and legally described as follows (the "Property"):

THE NORTH 133.333 FEET OF THE SOUTH 266.666 FEET, BOTH AS MEASURED ON THE EAST AND WEST LINES THEREOF, OF THAT PART OF WEST HALF OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF CHICAGO-ELGIN ROAD (LAKE STREET) WITH THE NORTH AND SOUTH QUARTER SECTION LINE OF SAID SECTION 14; THENCE SOUTH ALONG SAID QUARTER SECTION LINE 2068.53 FEET TO AN OLD FENCE LINE RUNNING WESTERLY; THENCE WESTERLY ALONG SAID FENCE LINE; 1999.50 FEET TO AN OLD FENCE LINE RUNNING NORTH; THENCE NORTH ALONG SAID FENCE LINE AND SAID FENCE LINE EXTENDED NORTH, 2339.95 FEET TO THE CENTER LINE OF CHICAGO-ELGIN ROAD; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID ROAD, 2008.25 FEET TO THE PLACE OF BEGINNING, EXCEPTING THEREFROM THAT PART THEREOF THAT LIES WESTERLY OF THE CENTER LINE, IF EXTENDED SOUTHERLY, OF EUCLID AVENUE, IN SUNCREST HIGHLANDS, UNIT NO. 3, AND EXCEPTING THE NORTH 133.333 FEET OF THE SOUTH 266.666 FEET, BOTH AS MEASURED ON THE EAST AND WEST LINES THEREOF, OF THE WEST 461.45 FEET (MEASURED ON THE NORTH AND SOUTH LINES THEREOF) OF THAT PART THEREOF LYING EASTERLY OF THE CENTERLINE OF EUCLID AVENUE AS EXTENDED SOUTHERLY IN SUNCREST HIGHLANDS UNIT NO. 3, AND EXCEPT THAT PORTION OCCUPIED BY GLEN ELLYN ROAD, ALL IN DUPAGE COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 02-14-306-026;

WHEREAS, The Property is currently located in unincorporated DuPage County, Illinois, and is wholly bounded by the Village of Bloomingdale;

WHEREAS, Pursuant to the provisions of Section 7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8) Owner has submitted a petition for annexation to the Village which requests annexation of the Property to the Village of Bloomingdale;

WHEREAS, Section 11-6-4 of the Bloomingdale Village Code ("Zoning Regulations") provides for the zoning of the Property upon its annexation to the Village in the ER-1 Estate Residence District (the "ER-1 District");

WHEREAS, The Parties seek to enter into this Agreement pursuant to Section 11-15.1-1 *et seq.* of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 *et seq.*), and the Village's authorities as a home rule unit of local government;

WHEREAS, The President and Board of Trustees of the Village (collectively, the "Corporate Authorities"), after due and careful consideration, have concluded that the annexation of the Property to the Village on the terms and conditions hereinafter set forth will promote sound planning, increase the taxable value of property within the community, extend the corporate boundaries and jurisdiction of the Village, and otherwise promote, enhance and serve the best interests and general welfare of the Village and its citizens;

WHEREAS, due to the voluntary nature of the annexation and the Owner's due cooperation the Corporate Authorities of the Village of Bloomingdale are agreeable to waive certain fees for the Owner associated with the Property's annexation to the Village;

WHEREAS, notice of the potential annexation of the Property to the Village has been given to the Bloomingdale Township Highway Commissioner, the Bloomingdale Township Clerk, and the Trustees of Bloomingdale Township at least ten (10) days prior to any action being taken by the Village on the requested annexation;

WHEREAS, notice of the consideration of this Agreement at a duly convened public hearing of the Corporate Authorities has been published in a newspaper of general circulation within the community as required by law prior to any action being taken by the Corporate Authorities to approve this Agreement; and

WHEREAS, by a two-thirds vote of the Corporate Authorities then holding office, the Village has duly adopted an ordinance approving this Agreement and directed the Village President to execute and the Village Clerk to attest this Agreement on behalf of the Village after holding all public hearings required by law.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1: RECITALS.

The recitals set forth above constitute a material part of this Agreement. The Parties hereby confirm the accuracy, truth and validity of said recitals and do hereby incorporate the same herein as if set forth in their entirety in this Section 1.

SECTION 2: ANNEXATION AND ZONING OF THE PROPERTY.

A. Enactment of Annexation Ordinance. Immediately following the adoption of the resolution approving this Agreement the Corporate Authorities shall enact an ordinance (the "Annexation Ordinance") annexing the Property and all unincorporated highways contiguous thereto to the Village.

B. Zoning of the Property.

1. **Zoning in ER-1 District.** Upon annexation, the Property shall be automatically classified in the ER-1 Estate Residence District.
2. **Existing Structures and Improvements.** Owner shall have the right to maintain use and repair (and in the event of a casualty loss rebuild and restore) all existing structures and improvements on the Property notwithstanding the annexation of the Property to the Village or any provision of any Village code, ordinance or regulation to the contrary.
3. **Yards and Lot Lines.** The Parties agree that Glen Ellyn Road shall be the front yard of the Property and that the front lot line of the Property shall be a line that parallels the right-of-way line of Glen Ellyn Road.

SECTION 3: CONNECTION TO VILLAGE POTABLE WATER, SANITARY SEWER, STORM SEWER SYSTEMS, AND DRIVEWAYS

A. Connection to Sanitary Sewer System. Owner, at his sole cost and expense, shall have the right to connect to the Village's sanitary sewer system upon payment to the Village of a sanitary sewer connection fee (the "Connection Fee"). Said fee for single family dwelling unit shall be in the amounts of \$10,600.00, provided Owner pays such fees no later than December 31, 2021. If the connection fees and account start-up fee are paid after such date, then such fees shall be paid in such amounts as are then required to be paid by applicable Village ordinances. The foregoing fees shall be in addition to standard and customary plumbing permit and inspection fees which Owner also agrees to pay. Owner shall not undertake any connection to the Village's sanitary sewer until he has applied for and obtained appropriate Village permits therefor. All work Owner undertakes or causes to be undertaken to affect such connection shall be done in accordance with the terms of such permit and all applicable Village codes, ordinances, and regulations. Prior to the Owner connecting to the Village's sanitary sewer systems, he shall abandon the existing septic field on the Property in accordance with all applicable regulations of the DuPage County Health Department. Building plans will need to show the connection to the sanitary sewer on the west side of Glen Ellyn Road with a WYE or TEE (not a break in connection or saddle type connection). The sewer under the street will be installed by the owner as part of the building plumbing and must be bored under the street (open cut of the road not permitted). It is understood by all parties that a sanitary sewer main is not presently available to service the subject property; should the resident desire to pursue connection to sanitary service for this property the Village will be responsible for providing adequate infrastructure to do so.

B. Connection to Water System. Owner shall have the right to connect to the Village's potable water system. While the Village agrees to waive the connection fee in the amount of \$1,140, the Owner shall be responsible for all other costs associated with the installation and connection of said water system, including a buffalo box, which will be installed as part of the plumbing within one (1) foot of the ROW line. The water service under the street will be installed by the owner as part of the building plumbing and must be bored under the street (open cut of the road not permitted).

C. Driveway(s) and Culvert. Driveways, should a permit for driveway construction be applied for in the future, shall be constructed of materials to meet Village Code. A culvert shall be installed under the driveway, and shall be owned, operated, and maintained by the homeowner.

D. Easement. An easement for serving the grantor's property and other property with sanitary sewer is hereby reserved and granted to the Village pursuant to the Easement Agreement, attached hereto and incorporated herein as APPENDIX A:

SECTION 4: ANNEXATION FEES

The annexation fee in the amount of \$500.00 is hereby waived by the Village. The Parties acknowledge that the \$150.00 of such sum payable to the Bloomingdale Public Library Board shall instead be paid by the Village.

SECTION 5: CONFLICTS

In the event of a conflict or inconsistency between any Village code, ordinance or regulation in effect as of the Effective Date of this Agreement or any newly enacted Village code, ordinance or regulation, on the one hand, and the provisions of this Agreement, on the other hand, the latter shall govern and control.

SECTION 6: MISCELLANEOUS PROVISIONS

A. Successors and Assigns. Owner's rights and obligations under this Agreement shall inure to the benefit of and be binding upon Owner's successors, assigns, heirs and legatees and upon successor legal or beneficial owner of the Property.

B. Time of the Essence. Time is of the essence of this Agreement and of each and every provision hereof.

C. Amendments. This Agreement may be amended only by the mutual written consent of the Parties and by the adoption of an ordinance or resolution of the Village approving said amendment as provided by law.

D. Integration. This Agreement supersedes all prior agreements and negotiations between and among the Parties and sets forth all promises, inducements, agreements, conditions and understandings between and among the Parties relative to the subject matter hereof, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between or among them.

E. Severability. In the event any phrase, paragraph, article or portion of this Agreement is found to be invalid, illegal or unenforceable by any court of competent jurisdiction, such finding of invalidity, illegality or unenforceability as to that portion shall not affect the validity, legality or enforceability of the remaining portions of this Agreement.

F. Construction. Section numbers and caption headings are purely descriptive and shall be disregarded in construing this Agreement. The provisions of this Agreement shall not be construed in favor of or against one or more of the Parties because a given Party's counsel may have assumed principal responsibility for the drafting of such provisions, the Parties acknowledging that they have each been represented by counsel in connection with the negotiation of this Agreement.

G. Recordation. This Agreement shall be recorded by the Village in the office of the DuPage County Recorder of Deeds.

SECTION 7: REMEDIES

This Agreement shall be enforceable in any court of competent jurisdiction by the Parties or by any successor or assign of the Parties. Enforcement may be sought by an appropriate action at law or in equity for damages or the specific performance of the covenants, agreements, conditions and obligations contained herein. The prevailing Party in any such action shall be entitled to recover from the other Party the reasonable attorneys' fees and litigation costs that it has incurred in prosecuting or defending such action. No action taken by any party pursuant to the provisions of this Section 7 shall constitute an election of remedies.

SECTION 8: TERM

This Agreement shall be in effect for a period of 20 years commencing as of the Effective Date of this Agreement.

SECTION 9: EFFECTIVE DATE

The "Effective Date" of this Agreement shall be the date of its execution by the Village provided this Agreement has been executed by Owner.

SECTION 10: NOTICE

Any notice or demand hereunder from any party hereto to another party hereto shall be in writing and shall be deemed duly served if mailed by prepaid registered or certified mail, addressed as follows:

If to the Village:

Office of the Village Administrator
Village of Bloomingdale
201 South Bloomingdale Road
Bloomingdale, Illinois 60108

With a copy to:

Michael Castaldo, Jr.
Ottosen DiNolfo Hasenbalg & Castaldo Ltd.
1804 North Naper Boulevard, Suite 350
Naperville, Illinois 60563

If to the Owner:

BARBARA WEBERLING & ANDREW J. CARR
5N242 Glen Ellyn Road,
Bloomingdale, 60108

With a copy to:
(if applicable)

[Remainder of Page Intentionally Left Blank; Signatures to Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the dates set forth below their respective signatures to be effective as of the Effective Date.

VILLAGE OF BLOOMINGDALE, an Illinois Municipal Corporation:

By: [Signature]
Franco A. Coladipietro
Its: Village President

By: [Signature]
Pamela Hager
Its: Village Clerk

Dated this 26th of July, 2021. Dated this 26th of July, 2021.

OWNER(S) OF RECORD:

[Signature]
BARBARA WEBERLING

[Signature]
ANDREW J. CARR

Dated this 26th of July, 2021. Dated this 26th of July, 2021.

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Franco A. Coladipietro and Pamela Hager, personally known to me to be the Village President and Village Clerk, respectively, of the VILLAGE OF BLOOMINGDALE, and personally known to me to be the same persons whose names are subscribed to the foregoing Annexation Agreement, appeared before me this day in person and severally acknowledged that as such Village President and Village Clerk, they signed and delivered said Annexation Agreement as such Village President and Village Clerk of said Village, pursuant to authority given by the Village Board of said Village, as their free and voluntary act, and as the free and voluntary act and deed of said Village, for the uses and purposes therein set forth.

Given under my hand and official seal this 26th day of July, 2021.

[Signature]
Notary Public

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE)



I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that BARBARA WEBERLING and ANDREW J. CARR personally known to me to be the same persons whose names are subscribed to the foregoing Annexation Agreement, appeared before me this day in person and acknowledged that they signed and delivered said Annexation Agreement as their free and voluntary act for the uses and purposes set forth therein.

Given under my hand and official seal this 26th day of July, 2021.

[Signature]
Notary Public



**APPENDIX A:
EASEMENT AGREEMENT**

THIS AGREEMENT, made and entered by and between Barbara Weberling and Andrew Carr, 5N242 Glen Ellyn Road, Bloomingdale, IL (hereinafter collectively referred to as GRANTOR), and the VILLAGE OF BLOOMINGDALE, 201 South Bloomingdale Road, Bloomingdale, Illinois, a home rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution, (hereinafter referred to as GRANTEE),

WITNESSETH

WHEREAS, GRANTOR warrants that they own and have fee simple title to a certain tract of land located in the Village of Bloomingdale, Du Page County, Illinois, and legally described in Exhibit "A"; and shown in Exhibit "C" (the GRANTOR'S Property); and

WHEREAS, GRANTEE has requested GRANTOR to grant to the GRANTEE a permanent public utilities easement over, under, and across GRANTOR's Property described in Exhibit "B" and shown in Exhibit "C" to install, construct, use, operate, maintain, alter, repair and replace a sanitary sewer with necessary appurtenances; and

WHEREAS, the GRANTOR is willing to grant to GRANTEE said easements in consideration of the terms, conditions and covenants hereinafter set forth;

NOW, THEREFORE, in consideration of ten dollars (\$10.00) the receipt of which sum is hereby acknowledged and other good and valuable considerations, the GRANTOR does hereby give, grant and convey to GRANTEE the following described easement upon the terms, conditions and covenants hereinafter set forth:

Permanent Easement

A permanent easement to install, construct, use, operate, maintain, alter, repair and replace a sanitary sewer with necessary appurtenances on the property, legally described in Exhibit "B" and shown in Exhibit "C" attached hereto and made a part of this Agreement.

This Agreement is made upon the following terms, conditions and covenants:

1. That the Whereas clauses set forth above are incorporated herein by reference and made a part hereof as if fully set forth herein.
2. Upon completion of any sanitary sewer installation, maintenance, alterations, repairs, or replacements GRANTEE shall promptly remove from GRANTOR's Property all construction materials and equipment, waste materials and debris and shall restore and leave GRANTOR's Property in a neat, clean and orderly condition, as it existed prior to said activity, to the GRANTOR's specifications.
3. GRANTEE shall have the right of ingress and egress to and from said permanent easement area over GRANTOR's Property for the purpose of this easement including the right to survey and, from time to time, cut, trim and remove trees, brush and other obstructions within said area to effect the purposes of the easement and further conditioned on the reasonable exercise of said right.
4. The provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.
5. The rule of strict construction does not apply to this grant. This grant shall be given reasonable construction so that the intention of the parties to confer the useable right of enjoyment of the GRANTEE is carried out.
6. The GRANTEE shall indemnify and hold GRANTOR harmless from any and all damages, claims, suits, actions, losses or liabilities arising out of the installation, construction, use, operation, maintenance, alteration, repair and replacement of the watermain and sanitary sewer to be placed in said easement area.

7. The easement granted herein is subject to prior easements, covenants, conditions and restrictions of record.

8. GRANTOR's property presently has a deciduous landscape buffer along the frontage of the property abutting Glen Ellyn Road. In the event that the sanitary sewer construction in the easement parallel to Glen Ellyn Road removes the screen benefit of the existing landscape buffer, the GRANTEE agrees that the sewer construction will include replacement of the buffer with a combination of deciduous and evergreen trees and shrubs where necessary to restore the existing landscaping removed. Said replacement landscaping will consist of a staggered double row of plantings with trees spaced not closer than 20 feet on center, equivalent to 1 tree for every 10 feet of disturbed frontage length of the property. Deciduous trees shall be 2 inch caliper and evergreen trees shall be 6' in height. GRANTOR and GRANTEE shall agree to the species and location of the replacement trees. GRANTOR and GRANTEE may mutually agree to substitute trees for shrubs. In the event of GRANTEE removing the replacement landscaping due to necessary maintenance on the sanitary sewer in the easement area, the GRANTEE shall install new landscape buffer materials similar in species and size to the original replacements.

[Remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the GRANTOR and GRANTEE have hereunto set their hands
and seals this 26th day of July, 2021

Barbara Weberling and Andrew Carr, GRANTOR

By: Barbara Weberling

By: Andrew Carr

VILLAGE OF BLOOMINGDALE, GRANTEE

By: Franco A. Coladipietro
Franco A. Coladipietro, President

ATTEST:

Pamela S. Hager
Pamela Hager, Village Clerk (SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, Nora Saucedo, a notary public in Du Page County, Illinois, do hereby certify that Barbara Weberling and Andrew Carr personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument, as their free and voluntary act, with full authority to do so and full knowledge of its contents, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26th day of July, A.D., 2021



Nora Saucedo
Notary Public
January 29, 2025

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, Nora Saucedo, a notary public in and for Du Page County, Illinois, do hereby certify that Franco A. Coladipietro, President of the Village of Bloomingdale, and Pamela Hager, Village Clerk of said Village, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Village Clerk, respectively, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument, and affixed the corporate seal of said Village, as their free and voluntary act, and as the free and voluntary act of said Village, with full authority to do so and full knowledge of its contents, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26th day of July, A.D., 2021

Nora Saucedo
Notary Public

My Commission Expires: January 29, 2025



EXHIBIT A

LEGAL DESCRIPTION

THE NORTH 133.333 FEET OF THE SOUTH 266.666 FEET, BOTH AS MEASURED ON THE EAST AND WEST LINES THEREOF, OF THAT PART OF WEST HALF OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS; BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF CHICAGO-ELGIN ROAD (LAKE STREET) WITH THE NORTH AND SOUTH QUARTER SECTION LINE OF SAID SECTION 14; THENCE SOUTH ALONG SAID QUARTER SECTION LINE 2068.53 FEET TO AN OLD FENCE LINE RUNNING WESTERLY; THENCE WESTERLY ALONG SAID FENCE LINE; 1999.50 FEET TO AN OLD FENCE LINE RUNNING NORTH; THENCE NORTH ALONG SAID FENCE LINE AND SAID FENCE LINE EXTENDED NORTH, 2339.95 FEET TO THE CENTER LINE OF CHICAGO-ELGIN ROAD; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID ROAD, 2008.25 FEET TO THE PLACE OF BEGINNING, EXCEPTING THEREFROM THAT PART THEREOF THAT LIES WESTERLY OF THE CENTER LINE, IF EXTENDED SOUTHERLY, OF EUCLID AVENUE, IN SUNCREST HIGHLANDS, UNIT NO. 3, AND EXCEPTING THE NORTH 133.333 FEET OF THE SOUTH 266.666 FEET, BOTH AS MEASURED ON THE EAST AND WEST LINES THEREOF, OF THE WEST 461.45 FEET (MEASURED ON THE NORTH AND SOUTH LINES THEREOF) OF THAT PART THEREOF LYING EASTERLY OF THE CENTERLINE OF EUCLID AVENUE AS EXTENDED SOUTHERLY IN SUNCREST HIGHLANDS UNIT NO. 3, AND EXCEPT THAT PORTION OCCUPIED BY GLEN ELLYN ROAD, ALL IN DUPAGE COUNTY, ILLINOIS.

COMMON ADDRESS: 5N242 Glen Ellyn Road, Bloomingdale, IL 60108
PIN: 02-14-306-026

EXHIBIT B

PERMANENT EASEMENT

THE WEST 10 FEET OF THE EAST 76 FEET OF THE NORTH 133.333 FEET OF THE SOUTH 266.666 FEET, BOTH AS MEASURED ON THE EAST AND WEST LINES THEREOF, OF THAT PART OF WEST HALF OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF CHICAGO-ELGIN ROAD (LAKE STREET) WITH THE NORTH AND SOUTH QUARTER SECTION LINE OF SAID SECTION 14; THENCE SOUTH ALONG SAID QUARTER SECTION LINE 2068.53 FEET TO AN OLD FENCE LINE RUNNING WESTERLY; THENCE WESTERLY ALONG SAID FENCE LINE; 1999.50 FEET TO AN OLD FENCE LINE RUNNING NORTH; THENCE NORTH ALONG SAID FENCE LINE AND SAID FENCE LINE EXTENDED NORTH, 2339.95 FEET TO THE CENTER LINE OF CHICAGO-ELGIN ROAD; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID ROAD, 2008.25 FEET TO THE PLACE OF BEGINNING, EXCEPTING THEREFROM THAT PART THEREOF THAT LIES WESTERLY OF THE CENTER LINE, IF EXTENDED SOUTHERLY, OF EUCLID AVENUE, IN SUNCREST HIGHLANDS, UNIT NO. 3, AND EXCEPTING THE NORTH 133.333 FEET OF THE SOUTH 266.666 FEET, BOTH AS MEASURED ON THE EAST AND WEST LINES THEREOF, OF THE WEST 461.45 FEET (MEASURED ON THE NORTH AND SOUTH LINES THEREOF) OF THAT PART THEREOF LYING EASTERLY OF THE CENTERLINE OF EUCLID AVENUE AS EXTENDED SOUTHERLY IN SUNCREST HIGHLANDS UNIT NO. 3, ALL IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT C
[Plat of Easement]

TEE LANE



GLEN ELLYN ROAD

138.38'

5N 242
02-14-306-026

10'

PROPOSED EASEMENT

439.08'

66'

R.O.W.
(PER. DCC. R1987-176344)

An easement for serving the grantor's property and other property with sanitary sewer, is hereby reserved and granted to the:

VILLAGE OF BLOOMINGDALE, ILLINOIS

GRANTEE,

their respective successors and assigns, jointly and separately, to install, operate, maintain and remove, from time to time, facilities used in connection with owning, operating and maintaining a sanitary sewer main in, over, under, across, along and upon the surface of the property shown within the dotted lines marked "Easement, together with the right to install required service connections under the surface of each lot to serve improvements thereon, the right to cut, trim, or remove trees, bushes and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the easement area for all such purposes. Obstructions shall not be placed over grantees facilities or in, upon or over the property within the dotted lines marked "Easement" without the prior written consent of Grantee. After installation of any such facilities, the grade of the easement area shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof.

IRONWOOD DR.

PREPARED BY:
VILLAGE OF BLOOMINGDALE
201 S. BLOOMINGDALE RD.
BLOOMINGDALE ILLINOIS 60108
(630) 893-7000

PROJECT NAME:
PUBLIC UTILITIES EASEMENT
EXHIBIT 'C'
5N242 GLEN ELLYN RD.
P.L.N. 02-14-306-026

04/14/21
SCALE: 1" = 80'
DRAWN BY: bps
APPROVED BY:

REVISIONS
1. _____ 4. _____
2. _____ 5. _____
3. _____ 6. _____

SHEET NO.
01
01

Exhibit C
Public Notice

NOTICE OF PROPOSED ANNEXATION
BLOOMINGDALE VILLAGE BOARD
BLOOMINGDALE, ILLINOIS

TAKE NOTICE that on March 14, 2022, at the hour of 8:00 p.m., or as soon thereafter as the matter may be heard, at a public hearing at the Bloomington Village Hall, 201 South Bloomington Road, Bloomington, Illinois, the President and Board of Trustees of the Village of Bloomington are scheduled to consider and hear testimony as to a proposed annexation agreement in regard to the annexation to the Village of Bloomington of a tract of properties located on the west side of Glen Ellyn Road, commonly known as 5N210, 5N242 and 5N246 Glen Ellyn Road, Illinois, 60108, Bloomington, Illinois and legally described as follows:

5N210 GLEN ELLYN ROAD: THE EAST 49.09 FEET AS MEASURED ON THE NORTH AND SOUTH LINES THEREOF, OF THAT PART OF THE SOUTH 133.333 FEET AS MEASURED ON THE EAST AND WEST LINES THEREOF, OF THAT PART OF THE WEST HALF OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF CHICAGO-ELGIN ROAD (LAKE STREET) WITH THE NORTH SOUTH QUARTER SECTION LINE OF SAID SECTION 14; THENCE SOUTH ALONG SAID QUARTER SECTION LINE, 288.95 FEET TO THE LINE OF AN OLD FENCE RUNNING WESTERLY; THENCE WESTERLY ALONG SAID FENCE LINE 1999.5 FEET TO AN OLD FENCE LINE RUNNING NORTH; THENCE NORTH ALONG SAID FENCE LINE SAID FENCE LINE EXTENDED NORTH, 228.95 FEET TO THE CENTER LINE OF CHICAGO-ELGIN ROAD; THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF SAID ROAD 2008.25 FEET TO THE PLACE OF BEGINNING, EXCEPT THAT PART OF GLEN ELLYN ROAD OCCUPIED FOR ROAD PURPOSES, IN DUPAGE COUNTY, ILLINOIS.

PERMANENT TAX INDEX NO: 02-14-306-018
5N242 GLEN ELLYN ROAD: THE NORTH 133.333 FEET OF THE SOUTH 264.444 FEET, BOTH AS MEASURED ON THE EAST AND WEST LINES THEREOF, OF THAT PART OF WEST HALF OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF CHICAGO-ELGIN ROAD (LAKE STREET) WITH THE NORTH AND SOUTH QUARTER SECTION LINE OF SAID SECTION 14; THENCE SOUTH ALONG SAID QUARTER SECTION LINE 2088.53 FEET TO AN OLD FENCE LINE RUNNING WESTERLY; THENCE WESTERLY ALONG SAID FENCE LINE; 1999.50 FEET TO AN OLD FENCE LINE RUNNING NORTH; THENCE NORTH ALONG SAID FENCE LINE AND SAID FENCE LINE EXTENDED NORTH, 228.95 FEET TO THE CENTER LINE OF CHICAGO-ELGIN ROAD; THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF SAID ROAD, 2008.25 FEET TO THE PLACE OF BEGINNING, EXCEPT THAT PART THEREOF THAT LIES WESTERLY OF THE CENTER LINE, IF EXTENDED SOUTHERLY OF EUCLID AVENUE, IN SUNCREST HIGHLANDS, UNIT NO. 3, AND EXCEPT THE NORTH 133.33 FEET OF THE SOUTH 264.444 FEET, BOTH AS MEASURED ON THE EAST AND WEST LINES THEREOF, OF THE WEST 461.45 FEET (MEASURED ON THE NORTH AND SOUTH LINES THEREOF) OF THAT PART THEREOF LYING EASTERLY OF THE CENTER LINE OF EUCLID AVENUE AS EXTENDED SOUTHERLY IN SUNCREST HIGHLANDS UNIT NO. 3, AND EXCEPT THAT PORTION OCCUPIED BY GLEN ELLYN ROAD, ALL IN DUPAGE COUNTY, ILLINOIS.

PERMANENT TAX INDEX NO: 02-14-306-024
5N246 GLEN ELLYN ROAD: THAT PORTION OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SUNCREST HIGHLANDS UNIT NO. 3, BEING A SUBDIVISION RECORDED AS DOCUMENT NO. 928269, IN DUPAGE COUNTY; THENCE SOUTHWESTERLY 454.76 FEET AS MEASURED ALONG THE SOUTH LINE OF SAID SUBDIVISION TO THE NORTHEAST CORNER OF EUCLID COURT, BEING A SUBDIVISION RECORDED AS DOCUMENT NO. 912521 IN DUPAGE COUNTY; THENCE SOUTHERLY 133.01 FEET ALONG THE EAST LINE OF SAID EUCLID COURT SUBDIVISION; THENCE NORTHEASTERLY 48.13 FEET AS MEASURED TO THE EAST LINE OF GLEN ELLYN ROAD (SAID EAST LINE BEING THE EAST QUARTER LINE OF THE SAID SOUTHWEST 1/4) TO A POINT SOUTHERLY 133.33 FEET FROM THE POINT OF BEGINNING; THENCE NORTHERLY TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

PERMANENT TAX INDEX NO: 02-14-306-025
An accurate map of the Subject Property proposed to be annexed to the Village and the form of proposed annexation agreement are on file with the Village Clerk.

Respectfully submitted,
Franco A. Coladipietro, Village President

ATTEST:
Pamela S. Hager, Village Clerk
Dated: February 15, 2022
Published in Daily Herald: February 25th, 2022 (4578527)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

DuPage County Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the DuPage County DAILY HERALD. That said DuPage County DAILY HERALD is a secular newspaper, published in Naperville and has been circulated daily in the Village(s) of:

Addison, Aurora, Bartlett, Bensenville, Bloomington, Carol Stream, Darien, Downers Grove, Elmhurst, Glen Ellyn, Glendale Heights, Hanover Park, Hinsdale, Itasca, Keeneville, Lisle, Lombard, Medinah, Naperville, Oakbrook, Oakbrook Terrace, Plainfield, Roselle, Villa Park, Warrenville, West Chicago, Westmont, Wheaton, Willowbrook, Winfield, Wood Dale, Woodridge

County(ies) of DuPage

and State of Illinois, continuously for more than one year prior to the date of the first publication of the notice hereinafter referred to and is of general circulation throughout said Village(s), County(ies) and State.

I further certify that the DuPage County DAILY HERALD is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 02/25/2022 in said DuPage County DAILY HERALD.

IN WITNESS WHEREOF, the undersigned, the said PADDOCK PUBLICATIONS, Inc., has caused this certificate to be signed by, this authorized agent, at Arlington Heights, Illinois.

PADDOCK PUBLICATIONS, INC.
DAILY HERALD NEWSPAPERS

BY Paula Baetz
Designee of the Publisher and Officer of the Daily Herald

Control # 4578527