



12 South Center Street
Bensenville, IL 60106

Office: 630.350.3404
Fax: 630.350.3438
www.bensenville.il.us

VILLAGE BOARD

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Nancy Quinn

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October 27, 2021

Mr. Owen Wallace
4N575 Briar Lane
Bensenville, Illinois 60106

Re: October 25, 2021 FOIA Request

Dear Mr. Wallace:

I am pleased to help you with your October 25, 2021 Freedom of Information Act ("FOIA"). The Village of Bensenville received your request on October 25, 2021. You requested copies of the items indicated below:

"Please provide all water main and water connection documentation associated with 4n575 Briar lane, Bensenville, IL, including information and documentation regarding capping of the property well and connection to Bensenville water source project documentation, communication notices and residential agreements to connect to the 8" water main on Briar Lane."

After a search of Village files, the following information was found responsive to your request:

- 1) Village of Bensenville Permit No. 2990. (28 pgs.)

These are all the records found responsive to your request.

Do not hesitate to contact me if you have any questions or concerns in connection with this response.

Very truly yours,

Corey Williamsen
Freedom of Information Officer
Village of Bensenville

VILLAGE OF BENSENVILLE

RESIDENTIAL PERMIT APPLICATION

DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT
PHONE: 630.350.3413 FAX: 630.350.344912 S. CENTER STREET
BENSENVILLE, IL 60109

PERMIT INFORMATION

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

4575 Brian Lane		UNIT NUMBER	ZONING DISTRICT
New Sewer AND Water		P.I.N. (Parcel Identification Number)	
DESCRIPTION OF WORK 1		6,000	
DESCRIPTION OF WORK 2		ESTIMATED COST	

CONTRACTOR INFORMATION

Owner	GENERAL CONTRACTOR	Email Address	Day Time Phone
Address	City, State, & ZIP Code		
A & D Total Plumbing			630-820-8520
LICENSED PLUMBING CONTRACTOR	Email Address	Day Time Phone	
5151 Gerber Rd	Bentley, IL 60103		
Address	City, State, & ZIP Code		
LICENSED ELECTRICAL CONTRACTOR	Email Address	Day Time Phone	
Address	City, State, & ZIP Code		
ROOFING CONTRACTOR	Email Address	Day Time Phone	
Address	City, State, & ZIP Code		

OWNER & APPLICANT INFORMATION

No error or omission in either the plans or application shall relieve the applicant in having the work completed in any other manner than that which is in compliance with the approved plans and the applicable codes and ordinances of the Village of Bensenville and the State of Illinois. All work shall be completed, inspected, and approved as required and no occupancy or use of the space shall be permitted until approved in writing by the Department of Community and Economic Development. Understanding the preceding statements, I hereby agree to comply and declare that to the best of my knowledge and belief the information provided is true and accurate.

Owen Wallace	Applicant's Name (Print)	Owen Wallace	Applicant's Signature	OCT 8, 2012	Date
4575 Brian Lane	Address	Bensenville, IL	City, State, & ZIP Code	7734301259	Day Time Phone
Correspondence and escrow refunds can only be completed if the address of the applicant is kept current, which is the applicant's responsibility.					
I hereby authorize the above listed applicant to complete the provisions of the applicable code and ordinances for this permit.					
Owen Wallace	Property Owner's Name (Print)	Owen Wallace	Property Owner's Signature	OCT 8, 2012	Date
4575 Brian Lane	Address	Bensenville IL	City, State, & ZIP Code	7734301259	Day Time Phone

APPLICATION NUMBER **2990**

BUILDING INFORMATION (PLEASE check all that apply)

<input checked="" type="checkbox"/> New Construction	<input type="checkbox"/> Addition	<input type="checkbox"/> Alteration	<input type="checkbox"/> Accessory Structure
<input checked="" type="checkbox"/> Single Family Detached Garage	<input type="checkbox"/> 2-Car Garage	<input type="checkbox"/> 3-Car Garage	
<input type="checkbox"/> Ranch	<input type="checkbox"/> Split Level	<input type="checkbox"/> 2 Story	
<input type="checkbox"/> 1 Bedroom	<input type="checkbox"/> 2 Bedroom	<input type="checkbox"/> 3 Bedroom	<input type="checkbox"/> 4+ Bedroom
<input type="checkbox"/> Basement	<input type="checkbox"/> Crawlspace	<input type="checkbox"/> Both	
<input type="checkbox"/> Attic Access	<input type="checkbox"/> Open/Vaulted Ceilings		
<input checked="" type="checkbox"/> Village Water	<input type="checkbox"/> Well Water		
<input checked="" type="checkbox"/> Village Sewer	<input type="checkbox"/> Septic System		
<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Propane Tank		
<input type="checkbox"/> Existing Sq.Ft.	<input type="checkbox"/> New Sq.Ft.		

OFFICE USE ONLY

FEES:		MILESTONE DATES:	
ESCROW *	\$ 120.00	Applied on:	10/5/12
APPLICATION	\$ - .00	Approved on:	10/30/12
PLAN REVIEW	\$ 27.00	Issued on:	10-30-12
INSPECTIONS (3 X \$40)	\$ 120.00	Expires on:	4-30-13
WATER CONNECTION	\$.00		
WATER METER	\$ 110.00		
SEWER CONNECTION	\$.00	Approved by:	
FIRE METER	\$.00		
OTHER	\$ 100.00		
TOTAL PERMIT FEE		\$ 357.00 + 120.00 escrow	

*All failed inspections will be charged against the escrow at the standard inspection rates. After final approvals and occupancy have been issued, the remaining escrow will be refunded to the payee via first class mail. In the event the cost of failed inspections exceeds the escrow amount, no further inspections will be completed until an additional escrow has been received.

FILE COPY

VILLAGE OF BENSENVILLE

Department of Community and Economic Development

CONDITIONS OF THE PERMIT

SITE LOCATION: 4N575 BRIAR

INTENDED USE:

APPLICATION NO: 2990

APPLICATION TYPE: SINGLE FAMILY ACC/ALT/REP

DESCRIPTION OF WORK: NEW SANITARY AND WATER SERVICE

1. All work whether approved or not shall be in compliance with the applicable codes and ordinances.
2. Contact the Community and Economic Development Department 48 hours in advance at 630-350-3413 for any necessary inspections.
3. No work except what has been approved or required shall be permitted through the execution of this permit. No changes to the approved plans will be permitted without authorization by the Department of Community and Economic Development in writing.
4. THESE PLANS & CONDITIONS MUST BE AT THE JOB SITE AND AVAILABLE FOR EACH INSPECTION. If the approved copy is not available, the inspection will not be conducted and the report shall be marked "Not Approved." DO NOT REMOVE THESE CONTIONS FROM THE PLANS.
5. SPECIAL CONDITIONS TO APPLICATION NUMBER 2990

PLAN EXAMINER REVIEW

All conditions are manditory, changes on the approved plans/documents will not be permitted without written authorization from the Community & Economic Development Department. Failure to comply with the preceding conditions will invalidate the approval of this permit.

A signed annexation agreement is received by 11/30/12

Permit is limited to installation of a new sanitary sewer and water service. Connecting to existing stubs. New type K 1" water service w/ flared fitting and valve in basement. New 6" sdr 26 sanitary service w/6" cleanout. Install c/o within 5' from building. Wall openings to be hydro

plugged and damp proofed. Sanitary service to be bedded in 3/4 "" washed stone. A 10' separation between sanitary and water as per code.

Required inspections: water service, sanitary service and final (includes completed landscaping)

The completion of this project and the bond refund process is subject to final inspection and approval by the Village Inspector(s). NOTE: Items not identified during this review will be addressed.

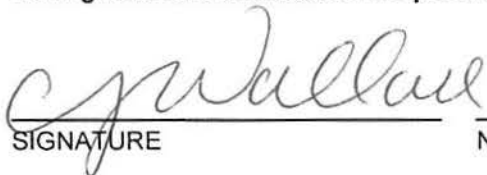
All work must be inspected in accordance with the inspection list provided with this permit. Work concealed without the required inspection and approval must be exposed for inspection (at owner's/contractor's expense) as directed by the Village Inspector.

Call 630-350-3413, Community & Economic Development, to Schedule inspection.

All work must be performed in a neat and workmanlike manner by persons who are skilled in their trades in full performance with the Village Code. All work must be inspected in accordance with the inspection lists provided with this permit. Owner/Contractor is responsible to expose any work concealed without the required inspection and approval.

The completion of this project and the bond refund process is subject to the final inspection and approval by the Village Inspector. NOTE: All debris and landscaping must be returned to original conditions prior to final inspection.

Having read and understood the preceding conditions, I hereby agree to comply with them.

	Owen Wallace	10/30/2012
SIGNATURE	NAME (PRINT)	DATE

Mark Rysavy

From: Rick Radde
Sent: Tuesday, October 30, 2012 1:49 PM
To: Mark Rysavy
Subject: Meter Price

¾" IPerl water meter = \$110.00
Radio Box = \$100.00

Now that's fast service.

Rick

A & D TOTAL PLUMBING

5N151 Gerber Road
BARTLETT, IL 60103
(630) 830-8520 FAX (630) 830-8545

PROPOSAL SUBMITTED TO: GREINIB & SON INC		PHONE	DATE 3-22-11
STREET 1115 Republic Dr		JOB NAME MR & MRS OWEN WALLACE Residence	
CITY, STATE and ZIP CODE ADDISON, IL 60101		JOB LOCATION BRIAR LN. E 3RD AVE. Bensenville, IL	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

Contractor proposes to install a new Sanitary sewer & Water service. Connecting to existing stubs. Approx 90' footage. New type K 1" Water service w/ flare fitting & valve in basement. New 6" SDR 26 sanitary service w/ 6" elbow. Install c/o within 5' from building. Wall openings to be hydro plugged & damp proofed. Sanitary service to be bedded in 3/4" washed stone. A 10' separation between sanitary & water as per code. Lines to be backfilled w/ existing materials.

Machine, Material & Labor - \$ 4800.00

RECEIVED

OCT - 8 2011

COMMUNITY DEVELOPMENT

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Fourty Eight Hundred, No 100 dollars (\$ **4800.00**).

Payment to be made as follows:

Payment to be made with Check or Cash. No Credit cards accepted.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature

[Signature]

Note: This proposal may be withdrawn by us if not accepted within **30** days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance

3/22/11

Signature

[Signature]

Signature

Account Customer Inquiry - Munis [VILLAGE OF BENSENVILLE, IL]

My File Edit Tools Help



- History
- Property Master
- Contacts Search
- Bill Inquiry
- Effective Date

Account

Account 198145

Parcel 1

Route 0211

District 2

Type AC

Address: 4 N575 BRIAR LN
BENSENVILLE, IL 60106

CID

Customer 200457

Name WALLACE OWEN

Relation CUSTOMER

Start date 01/17/2008

Stop date 12/31/9999

Billing address

337 RIDGEWOOD AVE

BENSENVILLE, IL 60106

773-430-1259

Recent activity

Last bill 12/28/2010 37.75

Last payment 04/15/2011 37.75

Bill due date 01/18/2011

Projected penalty amount 0.00

Total due after due date 0.00

Additional info

Account start date 12/30/1991

Premise phone

Group billing N

Alerts



- Service Orders
- Contacts
- Special Conditions
- Deposits
- Text
- Application Fees

Summary Account Balance Current Billed Bills

Charge	Rate Code	Curr Read	Curr Usage	Billed Usage	Read Date	T	Amount
WATER SERVICE	075	56	0	0	12/21/2010	F	4.76
SEWER SERVICE	075	0	0	0	12/21/2010	F	3.65
CAPITAL RECOVERY	075	0	0	0	12/21/2010	F	23.43
WS DEBT SERVICE	075						5.91
Totals							37.75



3 of 3



Attachments (1)

GENERAL WORK ORDER

Date: 7/2/99 Time: _____ AM/PM

Type of work being performed: _____

Location: 7800 W. 1st Ave. La.

Description: Home Repair - Minor Work

Home is being repaired for

water damage. Up water

to be disconnected

Owner: Owen & Kelly Wallace

773-430-1259 337 Ridgewood

Work to be followed up

on: _____

Technician: _____

[Signature]

Scott Viger

From: Owen Wallace <owenjwallace@me.com>
Sent: Friday, October 19, 2012 1:05 PM
To: Scott Viger
Subject: 4n575 Briar Lane

Hi Scott,

Obviously there has been a ton of miscommunication with regards to our property and water service. What I am proposing is if you can approve the permit to install water and sewer so we can do the install and NOT turn the water on for use, it would be greatly appreciated. Then you and I can schedule some time to get together and talked about a resolution. Either way the water and sewer have to be installed. We just need to decide if it is going to be annexed or not.

Thank you. Please reach back out to me soon. Our install is/was scheduled for next week.

Owen Wallace
Owner
773-430-1259

ANNEXATION AGREEMENT

This Annexation Agreement (the "AGREEMENT") made and entered into this _____ day of January, 2013, (the "Effective Date") by and between the Village of Bensenville, an Illinois municipal corporation located in DuPage and Cook Counties, Illinois (the "VILLAGE") and Owen and Kelly Wallace (collectively "OWNER"). The VILLAGE and the OWNER may hereinafter be generically referred to as a "PARTY" and collectively as the "PARTIES".

WITNESSETH:

WHEREAS, the OWNER holds legal title to the property legally described in Exhibit "A", which is attached hereto and incorporated herein by reference (the "SUBJECT PROPERTY"); and

WHEREAS, the SUBJECT PROPERTY consists of approximately 0.44 acres and is commonly known as 4N575 Briar Lane, Bensenville, DuPage County, Illinois; and

WHEREAS, the SUBJECT PROPERTY may be annexed to the VILLAGE once contiguity is established pursuant to 65 ILCS 5/7-1-1 et seq.; and

WHEREAS, the OWNER is desirous of annexing the SUBJECT PROPERTY to the VILLAGE pursuant to the terms and conditions hereinafter set forth; and

WHEREAS, the annexation of the SUBJECT PROPERTY shall extend the corporate limits of the VILLAGE to the far side of any adjacent highway not heretofore annexed to any other municipality; and

WHEREAS, it is the desire of the VILLAGE and the OWNER that the annexation of the SUBJECT PROPERTY proceed as soon as the SUBJECT PROPERTY is

contiguous to the VILLAGE, subject to this AGREEMENT and all other ordinances and codes of the VILLAGE, except as the same may be modified herein; and

WHEREAS, the PARTIES desire to enter into an agreement with respect to the annexation of the SUBJECT PROPERTY pursuant to 65 ILCS 5/11-15.1-1, *et seq.*, as amended, and as otherwise permitted by law; and

WHEREAS, pursuant to due notice and publication in the manner provided by law, all public hearings, as required by law, have been held by the President and Board of Trustees of the VILLAGE (the "CORPORATE AUTHORITIES"), upon the matters covered by this AGREEMENT; and

WHEREAS, notice has heretofore been served on the Board of Town Trustees of Addison Township, the Township Commissioner of Highways, Bensenville Fire Protection Districts #1 and #2, and the Bensenville Community Public Library District pursuant to the provisions of 65 ILCS 5/7-1-1, as amended; and

WHEREAS, the CORPORATE AUTHORITIES of the VILLAGE, after due and careful consideration, have concluded that the annexation of the SUBJECT PROPERTY, upon the terms and conditions hereinafter set forth, would further the growth of the VILLAGE and enable the VILLAGE to control the development of the area and serve the best interest of the VILLAGE; and

WHEREAS, by a favorable vote of at least two-thirds (2/3) of the CORPORATE AUTHORITIES of the VILLAGE then holding office, a Resolution has heretofore been adopted authorizing the execution of this AGREEMENT.

NOW, THEREFORE, in consideration of the foregoing promises and in further consideration of the mutual covenants, conditions and agreements herein contained, the

PARTIES hereto agree as follows:

ARTICLE I

INCORPORATION OF RECITALS

The PARTIES hereby confirm the truth and validity of the representations and recitations set forth in the foregoing recitals. The PARTIES further acknowledge that the same are material to this AGREEMENT and are hereby incorporated into and made a part of this AGREEMENT as though they were fully set forth in this ARTICLE I and the same shall continue for so long as this AGREEMENT is in full force and effect.

ARTICLE II

AUTHORITY

This AGREEMENT is made and entered into by the PARTIES pursuant to, and in accordance with, the provisions of 65 ILCS 5/11-15.1-1 *et seq.*, as amended.

ARTICLE III

MUTUAL ASSISTANCE

The PARTIES shall do all things necessary or appropriate to carry out the terms and provisions of this AGREEMENT and to aid and assist each other in furthering the objectives of this AGREEMENT and the intent of the PARTIES as reflected by the terms of this AGREEMENT, including, without limitation, the giving of such notices, the holding of such public hearings, and the enactment by the VILLAGE of such resolutions and ordinances, the execution of such permits, applications and agreements and the taking of such other actions as may be necessary to enable the PARTIES' compliance with the terms and provisions of this AGREEMENT and as may be necessary to give effect to the objectives of this AGREEMENT and the intentions of the PARTIES as reflected by the terms of this

AGREEMENT.

ARTICLE IV

ANNEXATION

Subject to the provisions of 65 ILCS 5/7-1-8, as amended, the PARTIES respectively agree to do all things necessary or appropriate to cause the SUBJECT PROPERTY to be duly and validly annexed to the VILLAGE as soon as practicable after the SUBJECT PROPERTY becomes contiguous to the VILLAGE.

Should any person having proper standing to do so bring a cause of action before any court of competent jurisdiction challenging the VILLAGE'S lawful authority to annex the SUBJECT PROPERTY or challenge the method or procedures by or through which the PARTIES purported to cause the SUBJECT PROPERTY to be annexed to the VILLAGE, the PARTIES agree that they shall fully cooperate, as provided in ARTICLE III hereof, to defend such cause of action. Should a court of competent jurisdiction finally determine that the annexation of the SUBJECT PROPERTY was defective because of the failure of the PARTIES to follow a procedural requirement constituting a valid precondition to proper annexation of the SUBJECT PROPERTY, the PARTIES agree to promptly cause the SUBJECT PROPERTY to be re-annexed to the VILLAGE in a manner which satisfies all procedural requirements.

Should a court of competent jurisdiction finally determine that annexation of the SUBJECT PROPERTY by the VILLAGE was without lawful authority, the PARTIES agree that this AGREEMENT shall remain in full force and effect to the extent permitted by law. Thereafter, the PARTIES agree to promptly take all necessary steps as may then be provided by law to perfect the annexation of the SUBJECT PROPERTY to the VILLAGE.

ARTICLE V

ZONING

Pursuant to Section 7-1-47 of the Illinois Municipal Code (65 ILCS 5/7-1-47) and Section 10-4-4 of the BENSENVILLE VILLAGE CODE, upon annexation of the SUBJECT PROPERTY into the VILLAGE, the SUBJECT PROPERTY shall be zoned RS-1, Low Density Single Family Residential District.

Should any person having proper standing to do so bring a cause of action before any court of competent jurisdiction challenging the zoning of the SUBJECT PROPERTY as provided in this AGREEMENT, the PARTIES agree that they shall fully cooperate, as provided in ARTICLE III hereof, to defend such cause of action. Further, the PARTIES specifically agree that to the extent such litigation proves successful, the VILLAGE shall take such action as then may be lawfully required to cause the SUBJECT PROPERTY to be zoned for the purposes herein contemplated.

ARTICLE VI

EXISTING USES AND STRUCTURES

The existing use of the SUBJECT PROPERTY, the continuation of such existing use and any new use of the SUBJECT PROPERTY, shall be subject to all applicable provisions of the VILLAGE CODE (as defined in ARTICLE VII).

The PARTIES acknowledge and agree that, as of the date of this agreement, the existing use of the SUBJECT PROPERTY is that of a single family resident, comprised of only those buildings and structures, as depicted and more fully set forth in that certain plat of survey drawn and signed by _____, dated _____, 20__ attached hereto and incorporated herein as Exhibit B. The PARTIES further acknowledge and agree

that any new use of the SUBJECT PROPERTY shall be limited to that of a single family residence unless zoning relief is sought and approved.

ARTICLE VII

APPLICABLE MUNICIPAL STANDARDS

Upon the annexation of the SUBJECT PROPERTY, said SUBJECT PROPERTY shall be used in conformity with, and shall be subject to, the requirements of all applicable VILLAGE codes, ordinances, rules, regulations and standards generally in force, from time to time, within the VILLAGE except to the extent that the same are superseded by more restrictive standards imposed by other regulatory authorities having jurisdiction and, further, as the same may be specifically modified by the terms of this AGREEMENT. Said applicable municipal standards shall otherwise be referred to herein as the "VILLAGE CODE". In the event of any conflict between standards in the VILLAGE CODE, the most restrictive provision shall apply.

ARTICLE VIII

FEES

In recognition of the fact that the SUBJECT PROPERTY is subject to this AGREEMENT pursuant to the VILLAGE CODE relative to provision of water and sewer services, solely in order to supply VILLAGE water and sewer services to the SUBJECT PROPERTY, which services had previously been supplied to the SUBJECT PROPERTY without benefit of said AGREEMENT, the VILLAGE has agreed to waive all fees connected with the execution of this AGREEMENT.

Upon annexation of the SUBJECT PROPERTY, however, the OWNER shall pay to the VILLAGE all engineering, building, zoning and other fees as then may be required by

Section 10-3A-13 of the VILLAGE CODE.

ARTICLE IX

FUTURE DEVELOPMENT

The use of the SUBJECT PROPERTY shall be limited to single family residence, in accordance with the VILLAGE CODE (as defined in ARTICLE VII) and this AGREEMENT. Any change in use during the term of this AGREEMENT shall require a written amendment hereof. Said amendment shall not constitute any relief, approval or permit required by the VILLAGE CODE.

ARTICLE X

CONNECTION TO WATER/SEWER MAIN/FEES/PRIVATE SEPTIC SYSTEM

The PARTIES hereby acknowledge that Section 8-7-5 of the VILLAGE CODE requires that all applications for connection to the VILLAGE'S water system must result in the connection to both water and sewer systems as a condition to service. The PARTIES acknowledge that the SUBJECT PROPERTY is currently connected to the VILLAGE'S water and sewer system as of the date of this AGREEMENT, predicated on the understanding that this AGREEMENT would be executed by the PARTIES and properly approved by the CORPORATE AUTHORITIES.

In connecting to the VILLAGE'S water and sewer systems, the OWNER has, or shall, pay all costs of making the connection to the existing water and sewer systems, as well as the applicable connection fee to the VILLAGE. Thereafter, the OWNER shall pay all other fees and charges for use of the VILLAGE'S sewer system and water system as provided for by Ordinance and applied and collected within the corporate limits of BENSENVILLE.

ARTICLE XI

FAILURE TO ANNEX – ANNEXATION TO

OTHER MUNICIPALITY – NEW AGREEMENT

During the term of this AGREEMENT, the SUBJECT PROPERTY shall not be annexed to any other municipality. If the SUBJECT PROPERTY is annexed to any other municipality for any reason, or if the OWNER fails to cause the annexation of the SUBJECT PROPERTY to the VILLAGE upon its becoming contiguous thereto, or if the OWNER fails to renew this AGREEMENT upon its expiration as hereinafter provided, the VILLAGE shall have the right upon the giving of thirty (30) days prior written notice to the OWNER, to disconnect the OWNER'S connection to the VILLAGE'S sewer and water systems. This remedy shall be in addition to all other remedies provided by law.

In the event that the term of this AGREEMENT expires prior to the annexation of the SUBJECT PROPERTY as provided herein, the SUBJECT PROPERTY'S continued receipt of sewer and water services from the VILLAGE'S sewer and water systems shall be conditioned on the OWNER entering into a new Annexation Agreement with the VILLAGE including substantially the same terms and conditions as provided under this AGREEMENT (except as otherwise provided by mutual agreement of the PARTIES).

ARTICLE XII

ADDRESS CHANGE

Upon annexation, the addresses of the SUBJECT PROPERTY shall be assigned by the VILLAGE.

OWNER agrees that he will not object to and if requested, will affirmatively support any applications the VILLAGE makes to the United States Postal Service with respect to the address assigned to the SUBJECT PROPERTY by the VILLAGE.

Within six (6) months following annexation, the above address will be reflected on all structures, correspondence, literature, business documents etc. pertaining to the SUBJECT PROPERTY and the existing county numbering system designation shall be abandoned.

ARTICLE XIII

ANNEXATION – PARK AND LIBRARY DISTRICTS

If upon the annexation of the SUBJECT PROPERTY to the VILLAGE, a Park District and/or Library District is in existence or, if such District(s) is subsequently formed within the VILLAGE during the term of this AGREEMENT other than by the CORPORATE AUTHORITIES, to the extent that the SUBJECT PROPERTY is not already located in a park or library district, the OWNER agrees to execute all necessary and appropriate petitions calling for the annexation of the SUBJECT PROPERTY to such Districts, and only to such Districts. OWNER agrees that they shall fully cooperate with any such Park District or Library District in the passage of any required ordinance and in the taking of such action as may be required to permit the annexation as previously mentioned.

ARTICLE XIV

RECORDATION

The PARTIES agree to do all things necessary to cause this AGREEMENT to be recorded by the VILLAGE in the Office of the Recorder of Deeds, DuPage County, Illinois.

ARTICLE XV

MISCELLANEOUS PROVISIONS

A. NOTICES: All notices hereunder shall be in writing and must be served either personally or by registered or certified mail, postage prepaid, to the following addresses or such other addresses as either PARTY to this AGREEMENT specifies in writing to the other from time to time:

1. VILLAGE at:

Village of Bensenville
12 South Center Street
Bensenville, Illinois 60106

With a copy to:

Bond Dickson & Associates
400 S. Knoll, Unit C
Wheaton, IL 60187

2. OWNER at:

Owen and Kelly Wallace
4N575 Briar Lane
Bensenville, Illinois 60106

3. To any such other person or place which any PARTY hereto, by its prior written notice, shall designate for notice to it from the other PARTIES hereto.

B. BINDING EFFECT, TERM AND AMENDMENT: Except as otherwise herein provided, this AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto, successor owners of record of the SUBJECT PROPERTY, their assigns,

lessees and upon any successor municipal authority of the VILLAGE, for a period of twenty (20) years from the date set forth in the first paragraph of this AGREEMENT. It is hereby understood and agreed that this AGREEMENT is a covenant running with the land and is binding thereon. All persons who take title to any part of the SUBJECT PROPERTY shall comply with the provisions of this AGREEMENT. This AGREEMENT may be amended from time to time with the consent of the PARTIES hereto, pursuant to statute in such case made and provided.

C. SEVERABILITY: This AGREEMENT is entered into pursuant to the provisions of 65 ILCS 5/11-15.1-1 *et seq.*, as amended. In the event any part or portion of this AGREEMENT, or any provision, clause, wording or designation contained within this AGREEMENT is held to be invalid by any court of competent jurisdiction, such part, portion, provision, clause, wording or designation shall be deemed to be excised from this AGREEMENT and the invalidity thereof shall not affect the remaining portions hereof.

D. ENFORCEABILITY: This AGREEMENT shall be enforceable in any court of competent jurisdiction by any of the PARTIES hereto by any appropriate action at law or in equity, including, without limitation, the right of any PARTY hereto to seek specific performance of the terms hereof.

E. SURVIVAL OF REPRESENTATIONS: Each of the PARTIES hereto, for themselves, their successors, assigns, heirs, devisees and personal representatives, agree that the warranties and recitals set forth in the preambles hereto are material to this AGREEMENT, and the PARTIES hereby confirm and admit their truth and validity and hereby incorporate such representations, warranties and recitals into this AGREEMENT, and the same shall continue during the term of this AGREEMENT. The provisions of this

AGREEMENT shall survive the annexation and zoning of the SUBJECT PROPERTY by the VILLAGE, and shall not be merged or expunged by such annexation and zoning.

F. GENDER: Unless the provisions of this AGREEMENT otherwise require, words imparting the masculine gender shall include the feminine; words imparting the singular number shall include the plural; and words imparting the plural shall include the singular.

G. CAPTIONS AND PARAGRAPH HEADINGS: The captions and paragraph headings incorporated herein are for reference only and are not part of this AGREEMENT.

H. CHANGES IN REGULATIONS: It is understood and agreed, except as otherwise provided herein, that the various requirements of the VILLAGE CODE, including all fees and charges provided for therein, shall not be frozen during the term of this AGREEMENT and may, from time to time, be amended, and as amended, shall apply to the SUBJECT PROPERTY.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT as of the date first above written.

VILLAGE OF BENSENVILLE, an Illinois
Municipal Corporation,

By: _____
Frank Soto, President

ATTEST:

Susan Janowiak, Village Clerk

OWNER

By: _____
Owen Wallace

Kelly Wallace

EXHIBIT "A"

LEGAL DESCRIPTION 4 N 575 Briar Lane, Bensenville

LOT 81 IN VOLK BROS. SECOND ADDITION TO EDGEWOOD,
BEING A SUBDIVISION IN THE NORTHEAST $\frac{1}{4}$ SECTION 22 AND
IN THE NORTHWEST $\frac{1}{4}$ SECTION 23, TOWNSHIP 40 NORTH,
RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN,
ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1926
AS DOCUMENT 213086, IN DUPAGE COUNTY, ILLINOIS.

Tax Index Number: 03-23-109-006

EXHIBIT "B"

[ATTACH PLAT OF SURVEY]

STATE OF ILLINOIS)
) SS.
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that Frank Soto, President of the VILLAGE OF BENSENVILLE, and
Susan Janowiak, 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 date in person and acknowledged that
they signed and delivered the said instrument as their free and voluntary act and as the free
and voluntary act of said Village, for the uses and purposes therein set forth; and the said
Village Clerk then and there acknowledged that she, as custodian of the corporate seal of
said Village, did affix the corporate seal of said Village to said instrument, as her own free
and voluntary act and as the free and voluntary act of said Village, for the uses and purposes
therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2013.

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that Owen and Kelly Wallace, personally known to me to be the same
persons whose names are subscribed to the foregoing instrument as the owners of the
subject property described herein, appeared before me this date in person and acknowledged
that he signed and delivered the said instrument as their free and voluntary act, for the uses
and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2013.

Notary Public

F:\pkb\bensenville\annexations\wallace.annexation.doc

RE 70 19740 | RE 10 19741

18081

SEWER

18080

H₂O SRV

PERMIT # 2990
COMMERCIAL _____
RESIDENTIAL X

T.P.I. Plumbing Inspection Report

630.443.1567 • Fax 630.443.2495

City or Village Bensenville Date 1-17-13

Project _____

Address 4W575 Briar

Underground _____ Rough _____ Final _____

Water Service X Sewer X Other _____

Time Requested Am Time Inspector Arrived _____

Inspector
Comments NOT READY

Approved _____

Not Approved X

Inspector _____

Signature [Signature]

Contact Person Carol

Phone 630-417-7295

Signature X [Signature]

RESIDENTIAL X

630.443.1567 • Fax 630.443.2495

Date 1-18-13

Project _____

Address 4N575 Bnär

Underground _____ Rough _____ Final _____

Water Service 10-X Sewer 10-X Other _____

Time Requested PM Time Inspector Arrived _____

Inspector
Comments _____

Not Approved _____

Signature _____

Phone 1030-826-5031

Res BCD4

17525

Re-22751

T.P.I.**Building Code Consultants, Inc.**

630.443.1567 • Fax 630.443.2495

COMMERCIAL _____

RESIDENTIAL _____

OF INSPECTIONS _____

INSPECTION REPORT

SITE ADDRESS: 411 575 BRINN INSPECTION DATE: 6/19/13
 CITY or VILLAGE: BENSENVILLE INSPECTION TIME: 8:20 AM/PM
 INSPECTOR ASSIGNED: C. Poren PERMIT NO.: 2990

<input checked="" type="checkbox"/> FINAL	<input type="checkbox"/> Basement Floor	<input type="checkbox"/> Fence	<input type="checkbox"/> HVAC	<input type="checkbox"/> Sign
<input type="checkbox"/> PARTIAL	<input type="checkbox"/> Burglar Alarm	<input type="checkbox"/> Fire Alarm	<input type="checkbox"/> Insulation	<input type="checkbox"/> Slab on Grade
<input type="checkbox"/> PREPOUR	<input type="checkbox"/> Business License	<input type="checkbox"/> Footing	<input checked="" type="checkbox"/> Landscaping	<input type="checkbox"/> Structural
<input type="checkbox"/> REINSPECTION	<input type="checkbox"/> Ceiling	<input type="checkbox"/> Foundation	<input type="checkbox"/> Plumbing	<input type="checkbox"/> Telephone
<input type="checkbox"/> ROUGH	<input type="checkbox"/> DrainTile/Dampproof	<input type="checkbox"/> Framing	<input type="checkbox"/> Post Holes	<input type="checkbox"/> Water
<input type="checkbox"/> SERVICE	<input type="checkbox"/> Driveway	<input type="checkbox"/> Garage Floor	<input type="checkbox"/> Roofing	<input type="checkbox"/> Other
<input type="checkbox"/> UNDERGROUND	<input type="checkbox"/> Electric	<input type="checkbox"/> Grading	<input type="checkbox"/> Sewer	
SPECIAL				

REQUESTED BY: _____ DATE: _____ PHONE NO.: _____

OFFICE/INSPECTOR COMMENTS: AREA NEEDS TO BE RESTORED WITH
FINAL LANDSCAPING - REMOVE EXCESS CLAY/DIRT
FILL WITH BLACK DIRT + SEED
SOD - REMOVE MARKER STAKES
SHOULD BE COMPLETED WITH
DRIVEWAY CONSTRUCTION(?)

APPROVED: – Installation is in accordance with approved plans – Building Division only

NOT APPROVED: _____

THIS IS NOT A CERTIFICATE OF OCCUPANCY

Received By: [Signature] Inspector: C. Poren