

COUNCIL WORKSHOP ITEM

ITEM: Water Service Agreement – Village of Woodridge
DATE: August 4, 2004
PREPARED BY: David P. Van Vooren, Deputy Village Manager
PURPOSE: Provide water service to Downers Grove residents form the Village of Woodridge

DISCUSSION:

As you are aware, the Village of Downers Grove has been working with the County of DuPage to provide water service to homeowners with private wells in the targeted area outlined by the USEPA for potential ground water contamination. This area encompassed approximately 750 homes and was believed to be served by the Village's existing water mains. As we are finalizing the last of the connections there exist three homes on the west end of Hobson Road adjoining to the Hobson Road Community Church that are not adjacent to the Village of Downers Grove's water system.

These three homes however are adjacent to the existing Village of Woodridge's water system that serves a portion of Woodridge that is east of I-355 and includes the commercial area at 63rd and I-355. We have been working with the staff of Woodridge and we have prepared the attached agreement which when approved by both Villages and the residents in question would allow the residents to connect to the Woodridge water system. The agreement further states that in the future if Downers Grove installs a water system to serve this area the residents would disconnect from Woodridge and connect to the Downers Grove system.

Staff feels this is an excellent way to provide potable water to these residents at a cost effective way and supports the agreement.

ATTACHMENT:

Water Service Agreement

RECOMMENDATION:

Staff recommends that the Village Council authorize the Water Service Agreement in order to provide potable water to three residents on Hobson Road in the 2500 block.

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN
THE VILLAGE OF DOWNERS GROVE AND THE VILLAGE OF WOODRIDGE
TO PROVIDE WATER SERVICE**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Agreement (the "Agreement"), between the Village of Downers Grove ("Downers Grove") and the Village of Woodridge ("Woodridge"), to provide water service, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Mayor and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk

**AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND THE VILLAGE
OF WOODRIDGE TO PROVIDE WATER SERVICE**

WHEREAS, the Village of Downers Grove ("Downers Grove") and the Village of Woodridge ("Woodridge") have previously entered into a certain Boundary Line Agreement (the "Boundary Agreement"), which Agreement, among other things, establishes jurisdiction areas for the respective parties (a copy of the Boundary Agreement is attached hereto and incorporated herein by reference as Exhibit A); and

WHEREAS, pursuant to Section 5 of said Agreement, the parties agree not to extend, construct, acquire or maintain utilities within the other municipality's jurisdiction areas without the express written consent of the other municipality; and

WHEREAS, the owners of certain parcels of property described on Exhibit "B" attached hereto and incorporated herein (the "Subject Parcels") have requested permission to connect the Subject Parcels to Woodridge's water system; and

WHEREAS, pursuant to the Agreement, the Subject Parcels are within the jurisdiction area of Downers Grove; and

WHEREAS, the owners of the property will, upon the execution of this Agreement, enter into a Water Service Agreement with Woodridge wherein they have agreed that should Downers Grove's water system ever become adjacent to the Subject Parcels, the owners will disconnect from Woodridge's water system and connect to Downers Grove's water system, all at the sole cost and expense of the owners of the Subject Parcels (a copy of the Water Service Agreement is attached hereto and incorporated herein by reference as Exhibit C).

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants, conditions and agreements herein contained, the adequacy and sufficiency of which the parties hereto hereby acknowledge, the Village of Downers Grove hereby grants its consent, pursuant to Section 5 of

the Boundary Agreement, for the Village of Woodridge to connect the Subject Parcels to Woodridge's water system in accordance with the terms and conditions of the Water Service Agreement.

VILLAGE OF DOWNERS GROVE, an Illinois
municipal corporation,

By: _____
Mayor

ATTEST:

Village Clerk

VILLAGE OF WOODRIDGE, an Illinois
municipal corporation,

By: _____
Mayor

ATTEST:

Village Clerk

BOUNDARY LINE AGREEMENT

Blumberg No. 3208

EXHIBIT

A

THIS AGREEMENT, made and entered into this 3rd day of December, 2002, between the VILLAGE OF DOWNERS GROVE, an Illinois municipal corporation, (hereinafter called "Downers Grove"), and the VILLAGE OF WOODRIDGE, an Illinois municipal corporation, (hereinafter called "Woodridge"),

WITNESSETH:

WHEREAS, Division 12 of Article 11 of the Illinois Municipal Code (Chapter 65 Illinois Compiled Statutes) confers upon the corporate authorities of municipalities certain powers respecting the subdivision and platting of land situated within their corporate limits and within contiguous territory which is not more than one and one-half miles beyond the corporate limits of a municipality that has adopted an official plan or map pursuant to the authority conferred by said Division; and

WHEREAS, Woodridge and Downers Grove have each adopted the necessary official plan or map pursuant to the authority conferred by statute; and

WHEREAS, said Division authorizes the corporate authorities of such municipalities to agree upon a line marking the boundaries of the jurisdiction of each of such corporate authorities for certain purposes; and

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 authorizes municipalities to enter into contracts or agreements among themselves in order to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, there is unincorporated territory in the County of DuPage situated within one and one-half miles of the corporate limits of both Downers Grove and Woodridge; and

WHEREAS, the corporate authorities of Woodridge and Downers Grove have determined that it will be the best interests of each of said municipalities and the citizens thereof to enter into an agreement establishing a boundary line pursuant to the foregoing authority, and have given consideration to the natural flow of storm water drainage and, to the extent practical, the inclusion of all of any single tract having common ownership within the jurisdiction of one or the other of said municipalities,

NOW, THEREFORE, in consideration of the mutual agreements herein set forth, and pursuant to the authority of said villages referred to above, the Villages of Woodridge and Downers Grove hereby agree as follows:

SECTION 1. The provisions of the preamble hereinabove set forth are hereby restated herein as though herein fully set forth.

SECTION 2. The boundary line (the "Boundary Line") depicted on the map attached as Exhibit A hereto and legally described in Exhibit B hereto, is hereby approved and adopted by Downers Grove and Woodridge for all purposes of this Agreement; provided that in case of conflict between the map depicted in Exhibit A and the legal description contained in Exhibit B, Exhibit B shall control.

SECTION 3.

A. The Boundary Line shall limit the territory within which each of said villages shall exercise the jurisdiction granted by Division 12 of Article 11 of the Illinois Municipal Code. Woodridge shall not exercise such jurisdiction in any territory lying

east and north from the Boundary Line (Downers Grove "jurisdiction area"), and Downers Grove shall not exercise such jurisdiction in any territory lying west and south from the Boundary Line (Woodridge "jurisdiction area"), but each such village shall exercise such jurisdiction in the territory situated between the Boundary Line and its respective corporate limits.

B. Downers Grove hereby transfers to Woodridge all powers, authority and jurisdiction which it may have over the territory lying west and south from the Boundary Line and Woodridge hereby transfers to Downers Grove all powers, authority and jurisdiction which it may have over the territory lying east and north from the Boundary Line; provided, however, that if either of the villages determines to amend its Comprehensive Plan with regard to territory within one-half mile of the Boundary Line, such village shall notify the other in writing at least ten days prior to any hearing at which such amendment is to be considered.

SECTION 4. The municipalities shall honor the Boundary Line in effecting future annexations of territory that is presently unincorporated. Without the prior written consent of the other municipality to the contrary, Woodridge will not annex any territory within the Downers Grove jurisdiction area and Downers Grove will not annex any territory within the Woodridge jurisdiction area pursuant to any procedure contemplated by Article 7 of the Illinois Municipal Code (Illinois Compiled Statutes Ch. 65) or pursuant to any annexation agreement contemplated by Section 11-15.1-1 et seq. of the Illinois Municipal Code (Illinois Compiled Statutes Ch. 65).

Woodridge and Downers Grove also agree to take all reasonable and appropriate actions to oppose any involuntary or court-controlled annexation proceedings that

propose to annex territory within either municipality's jurisdiction area in a manner inconsistent with this Agreement.

In addition, Woodridge and Downers Grove each hereby agree that it waives any right to challenge or otherwise contest the validity of any annexation the other municipality has effected, is effecting, or will effect in the future for territory located within the other municipality's jurisdiction area. Woodridge and Downers Grove further agree not to make any requests, formal or informal, to any third party for that third party to challenge the validity of the other municipality's past, current, or future annexations within the other municipality's jurisdiction area, or to disconnect from the other municipality.

SECTION 5. Woodridge and Downers Grove agree not to extend, construct, acquire or maintain utilities within the other municipality's jurisdiction area as described in Section 3 of this Agreement without the express written consent of the other municipality.

SECTION 6. The parties hereto agree to cooperate to the fullest extent possible and take all steps reasonably practicable, to achieve any appropriate modification of the postal service boundary, the NIPC and Illinois EPA Facilities Planning Area, the local access telephone service area code, and the Emergency 911 telephone service area, to conform to the boundary defined under this Agreement.

SECTION 7. This Agreement shall remain in full force and effect for a period of twenty (20) years from the date hereof.

SECTION 8. The provisions of this Agreement are intended to be severable, and if any provision hereof shall be determined by a court of competent jurisdiction to be

invalid or legally unenforceable, then the remaining provision hereof shall continue in full force and effect to the extent that reasonable interpretation and enforcement thereof may be accomplished in the absence of the provisions so held to be invalid or unenforceable.

SECTION 9. This Agreement shall not become effective until copies hereof, certified by the Clerks of the respective villages, have been filed in the Office of the Recorder of Deeds of DuPage County, Illinois, and placed on file in the Office of the Clerk of each such village.

IN WITNESS WHEREOF, the parties have caused these presents to be executed and delivered this 3rd day of December, 2002.

VILLAGE OF DOWNERS GROVE

By: Brian Krajewski
Mayor

Attest:

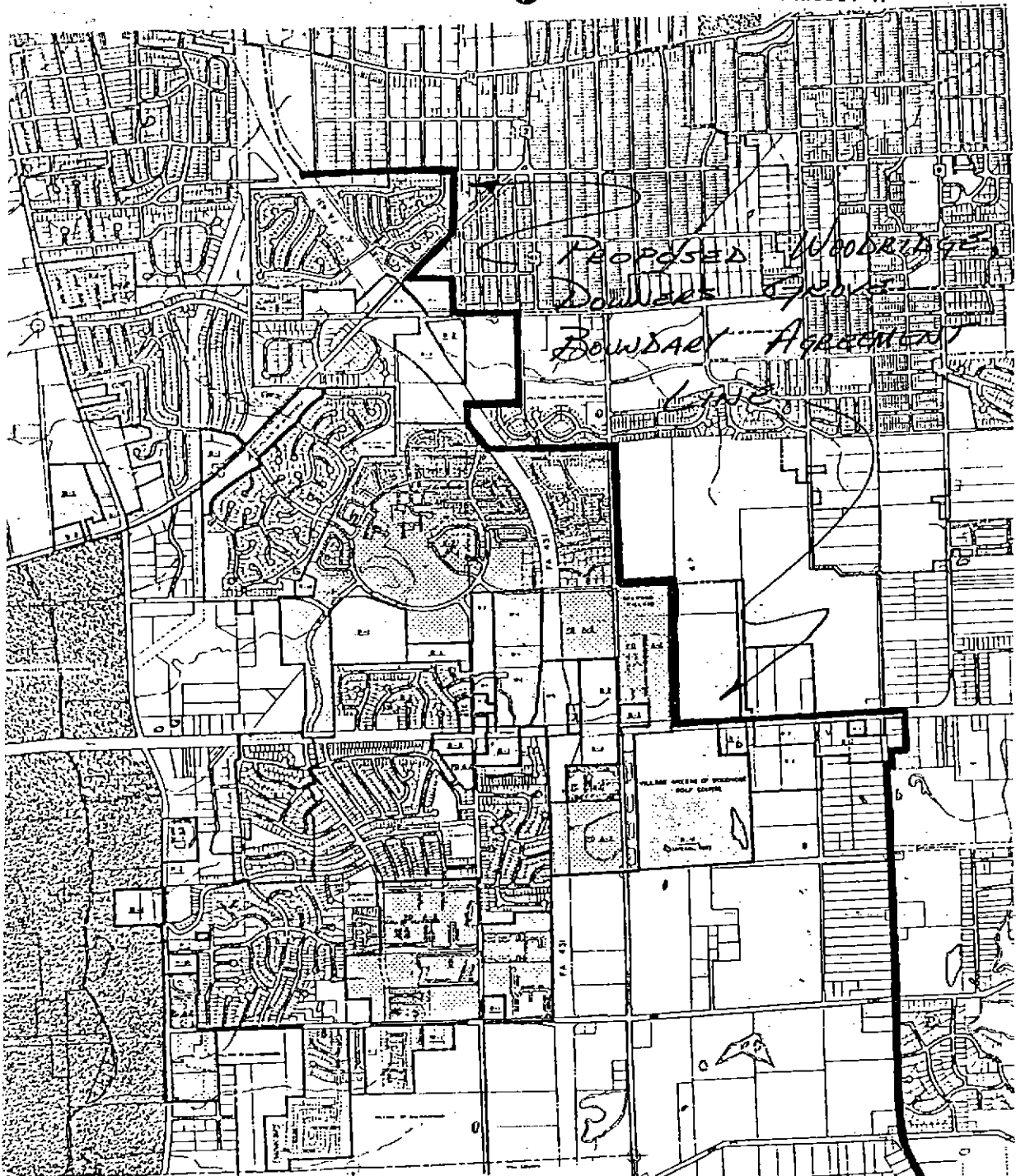
April K. Holt
Village Clerk

VILLAGE OF WOODRIDGE

By: [Signature]
Mayor

Attest:

[Signature]
Village Clerk



THE VILLAGE OF
WOODRIDGE
 ILLINOIS

ZONING MAP

<p>LEGEND</p> <p>1. 100 FEET</p> <p>2. 200 FEET</p> <p>3. 300 FEET</p> <p>4. 400 FEET</p> <p>5. 500 FEET</p> <p>6. 600 FEET</p> <p>7. 700 FEET</p> <p>8. 800 FEET</p> <p>9. 900 FEET</p> <p>10. 1000 FEET</p> <p>11. 1100 FEET</p> <p>12. 1200 FEET</p> <p>13. 1300 FEET</p> <p>14. 1400 FEET</p> <p>15. 1500 FEET</p> <p>16. 1600 FEET</p> <p>17. 1700 FEET</p> <p>18. 1800 FEET</p> <p>19. 1900 FEET</p> <p>20. 2000 FEET</p> <p>21. 2100 FEET</p> <p>22. 2200 FEET</p> <p>23. 2300 FEET</p> <p>24. 2400 FEET</p> <p>25. 2500 FEET</p> <p>26. 2600 FEET</p> <p>27. 2700 FEET</p> <p>28. 2800 FEET</p> <p>29. 2900 FEET</p> <p>30. 3000 FEET</p> <p>31. 3100 FEET</p> <p>32. 3200 FEET</p> <p>33. 3300 FEET</p> <p>34. 3400 FEET</p> <p>35. 3500 FEET</p> <p>36. 3600 FEET</p> <p>37. 3700 FEET</p> <p>38. 3800 FEET</p> <p>39. 3900 FEET</p> <p>40. 4000 FEET</p> <p>41. 4100 FEET</p> <p>42. 4200 FEET</p> <p>43. 4300 FEET</p> <p>44. 4400 FEET</p> <p>45. 4500 FEET</p> <p>46. 4600 FEET</p> <p>47. 4700 FEET</p> <p>48. 4800 FEET</p> <p>49. 4900 FEET</p> <p>50. 5000 FEET</p>	<p>LEGEND</p> <p>1. SINGLE FAMILY RESIDENTIAL DISTRICT</p> <p>2. SINGLE FAMILY RESIDENTIAL DISTRICT</p> <p>3. SINGLE FAMILY RESIDENTIAL DISTRICT</p> <p>4. SINGLE FAMILY RESIDENTIAL DISTRICT</p> <p>5. BUSINESS DISTRICT</p> <p>6. BUSINESS DISTRICT</p> <p>7. COMMERCIAL DISTRICT</p> <p>8. COMMERCIAL DISTRICT</p> <p>9. COMMERCIAL DISTRICT</p> <p>10. COMMERCIAL DISTRICT</p> <p>11. COMMERCIAL DISTRICT</p> <p>12. COMMERCIAL DISTRICT</p> <p>13. COMMERCIAL DISTRICT</p> <p>14. COMMERCIAL DISTRICT</p> <p>15. COMMERCIAL DISTRICT</p> <p>16. COMMERCIAL DISTRICT</p> <p>17. COMMERCIAL DISTRICT</p> <p>18. COMMERCIAL DISTRICT</p> <p>19. COMMERCIAL DISTRICT</p> <p>20. COMMERCIAL DISTRICT</p> <p>21. COMMERCIAL DISTRICT</p> <p>22. COMMERCIAL DISTRICT</p> <p>23. COMMERCIAL DISTRICT</p> <p>24. COMMERCIAL DISTRICT</p> <p>25. COMMERCIAL DISTRICT</p> <p>26. COMMERCIAL DISTRICT</p> <p>27. COMMERCIAL DISTRICT</p> <p>28. COMMERCIAL DISTRICT</p> <p>29. COMMERCIAL DISTRICT</p> <p>30. COMMERCIAL DISTRICT</p> <p>31. COMMERCIAL DISTRICT</p> <p>32. COMMERCIAL DISTRICT</p> <p>33. COMMERCIAL DISTRICT</p> <p>34. COMMERCIAL DISTRICT</p> <p>35. COMMERCIAL DISTRICT</p> <p>36. COMMERCIAL DISTRICT</p> <p>37. COMMERCIAL DISTRICT</p> <p>38. COMMERCIAL DISTRICT</p> <p>39. COMMERCIAL DISTRICT</p> <p>40. COMMERCIAL DISTRICT</p> <p>41. COMMERCIAL DISTRICT</p> <p>42. COMMERCIAL DISTRICT</p> <p>43. COMMERCIAL DISTRICT</p> <p>44. COMMERCIAL DISTRICT</p> <p>45. COMMERCIAL DISTRICT</p> <p>46. COMMERCIAL DISTRICT</p> <p>47. COMMERCIAL DISTRICT</p> <p>48. COMMERCIAL DISTRICT</p> <p>49. COMMERCIAL DISTRICT</p> <p>50. COMMERCIAL DISTRICT</p>
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DESCRIPTION OF THE PROPOSED BOUNDARY AGREEMENT LINE

Commencing at the intersection of the centerline of Lemont Road with the northerly right-of-way of United States Interstate Highway 55, in Downers Grove Township, for a point of beginning, thence northerly along said centerline to a point 888.56 feet south of the northwest corner of the southwest quarter of Section 29, Township 38 North, Range 11, East of the Third Principal Meridian, thence easterly 33.0 feet from the centerline of Lemont Road to a point, thence northerly 38.56 feet to a point, thence easterly 17.0 feet to the east right-of-way of Lemont Road, thence northerly 205.0 feet along said east right-of-way to a point, such point being the intersection of said east right-of-way with the south line of the north 645.0 feet of the northwest quarter of the southwest quarter of Section 29, Township 38 North, Range 11, East of the Third Principal Meridian, thence easterly 315.0 feet along said south line to the east line of the west 365.0 feet of the northwest quarter of the southwest quarter of Section 29, Township 38 North, Range 11, East of the Third Principal Meridian, thence north 645.0 feet to the centerline of 75th Street, also being the north line of the southwest quarter of Section 29, Township 38 North, Range 11, East of the Third Principal Meridian, thence westerly along said centerline of 75th Street to a point of intersection with the easterly line extended south of the Maple Lake Assessment Plat #2 (NW $\frac{1}{4}$, Sec. 30, Downers Grove Township), thence northerly along said line to the northerly line of Section 30 of Downers Grove Township, thence westerly along said section line to the intersection of said section line with the centerline of Woodward Avenue, thence northerly along the centerline of Woodward Avenue to a point in the NE $\frac{1}{4}$, Sec. 24 of Lisle Township where the north line of the Northern Illinois Gas Company Lisle Township Assessment Plat #2 Lot 5 intersects with the centerline of Woodward Avenue, thence westerly along the northerly line of said Northern Illinois Gas Company right-of-way to a point on the southwesterly right-of-way line of F.A.P. 431, being a point 174.16 feet (measured---perpendicular) southwesterly of the Centerline and Transit line recorded per Document No. R70-6204; thence N. 36 $^{\circ}$ -59'-20" W. along said southwesterly right-of-way line of F.A.P. 431 a distance of 543.3 feet to a point 200 feet (measured perpendicular) southwesterly of aforesaid Centerline and Transit line; thence N. 44 $^{\circ}$ -11'-19" W. along said southwesterly right-of-way line of F.A.P. 431 a distance of 97.04 feet more or less to a point on the West line of the Northeast Quarter of Section 24; thence North along said west line of the Northeast Quarter of Section 24 to its intersection with a line approximately 800 feet north of the northerly line of the Northern Illinois Gas right-of-way, thence easterly and parallel with the north line of the Northern Illinois Gas right-of-way to the westerly right-of-way line of Puffer Road, thence northerly along said westerly line to the centerline of 63rd Street, thence westerly along said centerline to a point of intersection with the westerly line of block 15 of Downers Grove Park Subdivision in the SW $\frac{1}{4}$, Section 13, Lisle Township, thence northerly along said westerly line of Block 15 to a point approximately 600 feet north of the centerline of 63rd Street, such point also being the northeast corner of the American Oil Company's Assessment Plat in the SW $\frac{1}{4}$, Section 13 of

DESCRIPTION OF THE PROPOSED BOUNDARY AGREEMENT LINE (Continued)

Lisle Township, thence westerly along the northerly line of the American Oil Company's Assessment Plat to a point where such line intersects with the centerline of Hobson Road, thence northeasterly along the centerline of Hobson Road to the point of intersection with said centerline and the easterly line of Block 28 of Winston Hills Unit Four located in SW $\frac{1}{4}$, Section 13 of Lisle Township, thence northerly along said easterly line to the intersection of said line with the north right-of-way line of 59th Street (also known as Wallace Street), thence westerly along said right-of-way line to a point of intersection of said right-of-way line with the centerline of the proposed right-of-way for F.A.P. Route 431 for a point of ending, all in Du Page County, Illinois.

EXHIBIT "B"

2501 Hobson Road; 08-13-314-002

2531 Hobson Road; 08-13-314-004

2505 Hobson Road; 08-13-314-004

WATER SERVICE AGREEMENT

THIS AGREEMENT ("AGREEMENT"), made and entered into this ____ day of _____, 2004, by and between the VILLAGE OF WOODRIDGE, an Illinois municipal corporation ("WOODRIDGE"), and _____ ("OWNERS") (the OWNERS and WOODRIDGE being sometimes hereinafter referred to individually as "PARTY" and collectively as the "PARTIES").

WITNESSETH:

WHEREAS, the OWNERS hold legal and equitable title to the property commonly known as _____ and legally described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "SUBJECT REALTY"); and,

WHEREAS, WOODRIDGE owns and operates a waterworks system which is capable of providing water service to the SUBJECT REALTY; and,

WHEREAS, the SUBJECT REALTY is presently improved with a single-family residence and the OWNERS desire to connect the SUBJECT REALTY to WOODRIDGE'S waterworks system as soon as practicable; and,

WHEREAS, WOODRIDGE is willing to provide water service to the SUBJECT REALTY and connect the SUBJECT REALTY to WOODRIDGE'S waterworks system under the terms and conditions provided in this AGREEMENT; and,

WHEREAS, the Village of Downers Grove ("DOWNERS GROVE") and WOODRIDGE have previously entered into a certain Boundary Line Agreement (the "BOUNDARY AGREEMENT"), which, among other things, establishes jurisdiction areas for the respective parties; and

WHEREAS, pursuant to Section 5 of said BOUNDARY AGREEMENT, the parties agree not to extend, construct, acquire or maintain utilities within the other municipality's jurisdiction areas without the express written consent of the other municipality; and

WHEREAS, pursuant to the BOUNDARY AGREEMENT, the SUBJECT REALTY is within the jurisdiction area of DOWNERS GROVE; and

WHEREAS, DOWNERS GROVE has consented to WOODRIDGE connecting the Subject Realty to WOODRIDGE'S waterworks system.

NOW, THEREFORE, in consideration of the foregoing premises and in further consideration of the mutual covenants, conditions and agreements herein contained, the PARTIES hereto agree as follows:

Section 1. OWNERS shall connect to and receive water service from WOODRIDGE'S waterworks system subject to the following:

A. Said connection shall be a house service for a residential user as defined by WOODRIDGE'S Village Code (the "VILLAGE CODE").

B. Said connection to WOODRIDGE'S waterworks system, and any future modifications thereto and all plumbing work in conjunction therewith shall be designed and made in accordance with the VILLAGE CODE. Any existing well(s) shall be capped in accordance with the VILLAGE CODE and governing law.

C. OWNERS shall apply for all permits, submit all documentation and pay any and all charges required by the VILLAGE CODE for connection to the WOODRIDGE waterworks system.

D. The provision of water service to the SUBJECT REALTY through WOODRIDGE'S waterworks system, including charges therefore, shall in all respects and at all

times be in accordance with and subject to the VILLAGE CODE, as amended from time to time. The water usage charges shall be at the rate provided in the VILLAGE CODE for property outside the corporate limits of WOODRIDGE.

E. All unpaid and delinquent costs, fees and charges provided for in this Agreement and the VILLAGE CODE shall constitute a lien on the SUBJECT REALTY to the extent authorized by law with respect to user charges for the connection to and water service from WOODRIDGE'S waterworks system.

F. That should DOWNERS GROVE ever make water service available (i.e., adjacent to the entire frontage of the SUBJECT REALTY), the OWNERS shall disconnect from WOODRIDGE'S waterworks system and connect to the DOWNERS GROVE waterworks system. In such event, all costs related to the disconnection and subsequent connection to the DOWNERS GROVE waterworks system shall be borne by the OWNERS.

Section 2. 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 specify in writing to the other from time to time:

A. WOODRIDGE at:
Village of Woodridge
Five Plaza Drive
Woodridge, Illinois 60517

B. OWNERS at:

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.

Section 3. 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 REALTY, their assigns, lessees and upon any successor municipal authority of WOODRIDGE, 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 REALTY shall comply with the provisions of this AGREEMENT. This AGREEMENT may be amended from time to time with the consent of the PARTIES hereto. A copy of this AGREEMENT shall be recorded with the DuPage County Office of the Recorder.

Section 4. 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, provided the severance of such provision does not defeat the essential purpose of this AGREEMENT.

Section 5. 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. Venue for any action arising out of the terms or conditions of this AGREEMENT shall be proper only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois. In addition to the foregoing, and not by way of limitation, WOODRIDGE shall have the right to terminate water

service to the SUBJECT REALTY in the event OWNERS, their successors or assigns:

1. fail to meet regular payment obligations with respect to the provision of water service to the SUBJECT REALTY; or
2. otherwise breach the provisions of this AGREEMENT.

Section 6. Each of the PARTIES hereto, for themselves, their successors, assigns, heirs, devisees and personal representatives, agrees 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.

Section 7. It is understood and agreed that the various requirements of the VILLAGE CODE relating to WOODRIDGE'S waterworks system, 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 REALTY.

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

VILLAGE OF WOODRIDGE, an Illinois
municipal corporation,

By: _____
Mayor

ATTEST:

Village Clerk

OWNER(S)

(Name)

(Name)

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 _____, personally known to me to be the same persons
whose names are subscribed to the foregoing instrument, respectively appeared before me this date
in person and acknowledged that they 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 _____, 2004.

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 William F. Murphy, Jr., Mayor of the VILLAGE OF WOODRIDGE, and Eileene Nystrom Village Clerk of said Village, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor 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 _____, 2004.

Notary Public

EXHIBIT "A"