



**VILLAGE PRESIDENT**

JEFFERY J. PRUYN

**VILLAGE CLERK**

JODY A. CONIDI

**VILLAGE ADMINISTRATOR**

CARIE ANNE ERGO

**VILLAGE TRUSTEES**

JEFF AIANI

MELISSA CHRISTENSEN

BRENDAN DALY

DINO GAVANES

ELLEN LEAHY

PATRICK POWERS

**MEMORANDUM**

**TO:** Village Board  
**FROM:** Natalie Crown, Community Development Planner  
**THROUGH:** Kurtis Pozsgay, Community Development Director;  
Carie Anne Ergo, Village Administrator  
**DATE:** December 2, 2025  
**SUBJECT:** Annexation Agreement and Annexation for 19W076 Granville Avenue

**RECOMMENDED MOTIONS:** Move to Continue to the January 20, 2026 Village Board meeting.

**UPDATED SUMMARY:**

Village Board continued the case to the first meeting in January after initial review at the December 2, 2025 Board meeting. Village Board wasn't satisfied with the requests for side yard setback and front yard fence variations and asked staff to work with the applicant to find alternative solutions. Staff and the applicant's consultant team have met several times since and believe there is a path forward that will satisfy all parties involved. The applicant is requesting more time to put the new plans together. After reviewing with legal, this request satisfies Village code 14.10.7.c:

- c. If an application or a proposed amendment is not acted upon finally by the Village Board within (90) days of the date the Board receives the Plan Commission's recommendations, and such time is not extended by mutual consent of the Village Board and petitioner, it shall be deemed to have been denied.

**INTRODUCTION**

The agreement is in reference to the property at 19W076 Granville Ave. The property is currently located in DuPage County and is owned by the Chicago Title Land Trust Company. The current property has one existing home on the lot, which will be torn down to allow for the development of the new single-family home. The existing home is in a state of disrepair.

The applicant proposes to annex the property into the Village, with variances, to allow the development of the proposed single-family home with accessory structures. The proposed home is a two-story single-family residence with an attached garage. In the rear of the property, a cabana, pool, patio, and sport court are proposed. The proposal also includes a U-shaped driveway that extends along the east side-yard of the property.

## **DISCUSSION**

The lot will be zoned R-1 Single Family Residence District upon annexation into the Village. The lot is .91 acres with 100 ft. of frontage along Granville Avenue. The rear of the lot backs up to a Tollway-owned property with no current or planned development on it. The Tollway property has frontage on Thorndale Avenue, which serves as a one-way exit ramp for IL 390.

The approval of the following variances with conditions are a condition of the annexation agreement:

1. Variance to Sec. 7.04.9 to permit an increase of the maximum lot coverage from 40% to 46.5%.
2. Variance to Sec. 4.13.4.d to permit an increase of the maximum accessory structure square footage from 864 square feet to 1,775 square feet.
3. Variance to Sec. 4.20.4.d and 7.04.5.a to permit a reduction in the front yard setback for fences to permit a fence with an 8-foot front yard setback.
4. Variance to Sec. 7.04.5.b to permit a reduction of the minimum side yard setback from 8 feet to 6 feet.
5. Variance to Sec. 7.04.5.b to permit a reduction of the minimum combined side yard setback from 20 feet to 6 feet.
6. Variance to Sec. 12.03.7 to allow two driveways.
7. Variance to Sec. 12.03.7 to allow a driveway within 5 feet of the interior property line.

Variances subject to the following conditions:

1. 1.25 times the amount of stormwater volume be provided for the 6.5% of additional lot coverage being permitted.
2. Driveway width may not exceed 24 feet at the property line.
3. A landscape plan is provided and approved at permitting by the Village.
4. A stormwater management plan following the Village Engineer's recommendations is provided and approved at permitting.



The property does not have a private well or private septic system. The property owner will follow all procedures and requirements to tie into the Village of Itasca water and sewer systems and retain water connections to DuPage County for landscaping purposes as permitted by the Itasca Code.

Per 65 ILCS 5/11-15, the State of Illinois requires that a Notice of Public Hearing be published in a local newspaper not more than 30 days nor less than 15 days before the hearing date. The Public Hearing will take place on Tuesday, December 2, 2025 and was published in the Daily Herald on November 14, 2025.

**FISCAL IMPACT**

The annexation would increase the property tax base for the Village, and additional taxable value is anticipated, dependent on the future submittal and approval of future development.

**AFTER ACTION STEPS**

After approval, the board will vote to approve the requested variances. If the variances are not approved, the Village will be in breach of the annexation agreement, and the annexation will be invalid.

## **STAFF RECOMMENDATION**

Staff recommend the annexation agreement and annexation be forwarded to board for Village Board on January 20, 2026 for First Reading with final approval of Ordinance 2161-25 on February 3, 2026.

The final ordinance must be passed by a vote of two-thirds of the corporate authorities holding office; thus five current Board members must vote to approve for the annexation to pass.

## **ATTACHMENTS**

1. Draft Annexation Agreement
2. Preliminary Plat of Annexation
3. Petition for Annexation
4. Public Hearing Notice
5. Draft Ordinance



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**FROM:** Natalie Crown, Community Development Planner  
**THROUGH:** Kurtis Pozsgay, Community Development Director;  
Carie Anne Ergo, Village Administrator  
**DATE:** December 2, 2025  
**SUBJECT:** Annexation Agreement and Annexation for 19W076 Granville Avenue

**RECOMMENDED MOTIONS:**

- (1) Move to Approve the Annexation Agreement for 19W076 Granville Avenue.
- (2) Move to Approve the Annexation of 19W076 Granville Avenue.

**INTRODUCTION**

The agreement is in reference to the property at 19W076 Granville Ave. The property is currently located in DuPage County and is owned by the Chicago Title Land Trust Company. The current property has one existing home on the lot, which will be torn down to allow for the development of the new single-family home. The existing home is in a state of disrepair.

The applicant proposes to annex the property into the Village, with variances, to allow the development of the proposed single-family home with accessory structures. The proposed home is a two-story single-family residence with an attached garage. In the rear of the property, a cabana, pool, patio, and sport court are proposed. The proposal also includes a U-shaped driveway that extends along the east side-yard of the property.

**DISCUSSION**

The lot will be zoned R-1 Single Family Residence District upon annexation into the Village. The lot is .91 acres with 100 ft. of frontage along Granville Avenue. The rear of the lot backs up to a Tollway-owned property with no current or planned development on it. The Tollway property has frontage on Thorndale Avenue, which serves as a one-way exit ramp for IL 390.

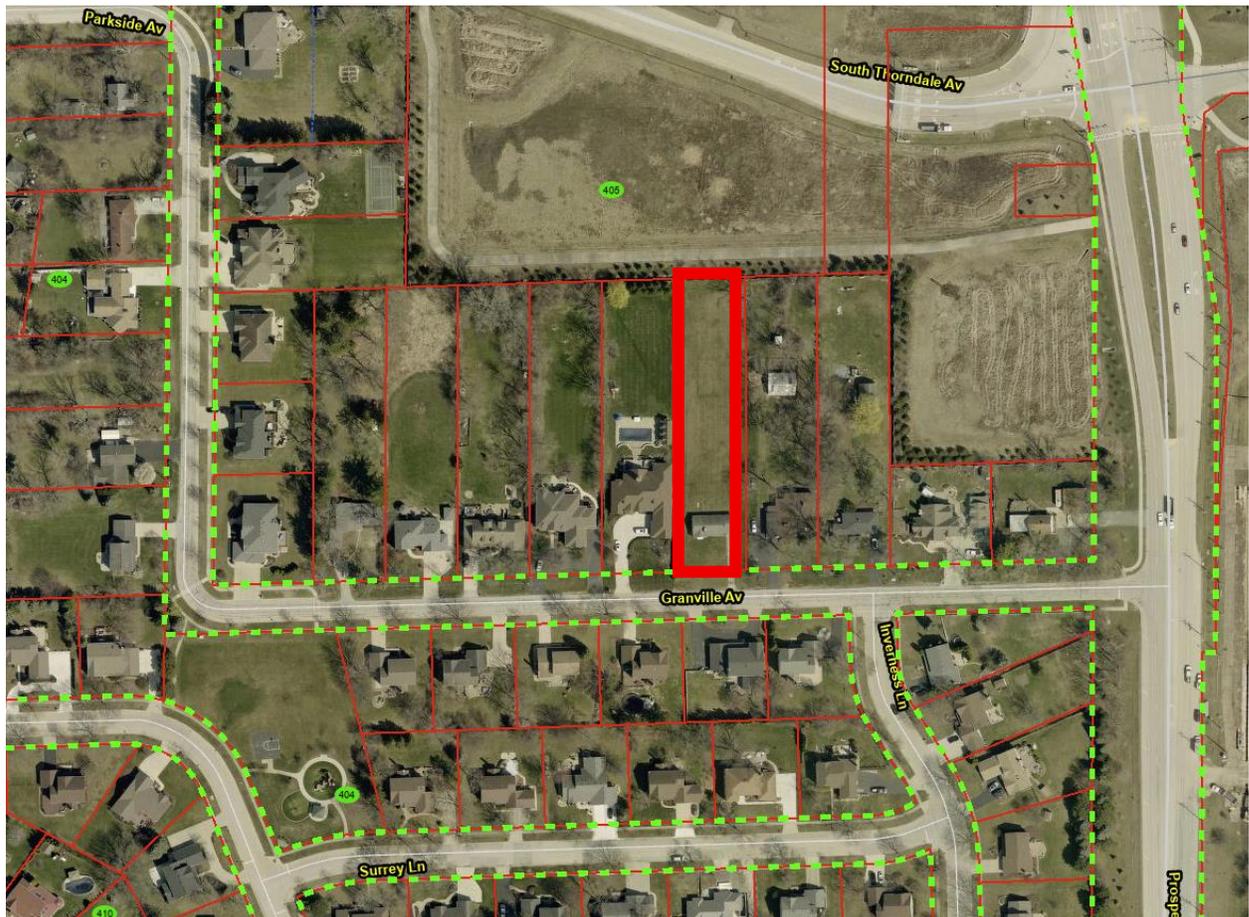
The approval of the following variances with conditions are a condition of the annexation agreement:

1. Variance to Sec. 7.04.9 to permit an increase of the maximum lot coverage from 40% to 46.5%.

2. Variance to Sec. 4.13.4.d to permit an increase of the maximum accessory structure square footage from 864 square feet to 1,775 square feet.
3. Variance to Sec. 4.20.4.d and 7.04.5.a to permit a reduction in the front yard setback for fences to permit a fence with an 8-foot front yard setback.
4. Variance to Sec. 7.04.5.b to permit a reduction of the minimum side yard setback from 8 feet to 6 feet.
5. Variance to Sec. 7.04.5.b to permit a reduction of the minimum combined side yard setback from 20 feet to 6 feet.
6. Variance to Sec. 12.03.7 to allow two driveways.
7. Variance to Sec. 12.03.7 to allow a driveway within 5 feet of the interior property line.

Variations subject to the following conditions:

1. 1.25 times the amount of stormwater volume be provided for the 6.5% of additional lot coverage being permitted.
2. Driveway width may not exceed 24 feet at the property line.
3. A landscape plan is provided and approved at permitting by the Village.
4. A stormwater management plan following the Village Engineer's recommendations is provided and approved at permitting.



The property does not have a private well or private septic system. The property owner will follow all procedures and requirements to tie into the Village of Itasca water and sewer systems and retain water connections to DuPage County for landscaping purposes as permitted by the Itasca Code.

Per 65 ILCS 5/11-15, the State of Illinois requires that a Notice of Public Hearing be published in a local newspaper not more than 30 days nor less than 15 days before the hearing date. The Public Hearing will take place on Tuesday, December 2, 2025 and was published in the Daily Herald on November 14, 2025.

**FISCAL IMPACT**

The annexation would increase the property tax base for the Village, and additional taxable value is anticipated, dependent on the future submittal and approval of future development.

**AFTER ACTION STEPS**

After approval, the board will vote to approve the requested variances. If the variances are not approved, the Village will be in breach of the annexation agreement, and the annexation will be invalid.

**STAFF RECOMMENDATION**

Staff recommend the annexation agreement and annexation be forwarded to board for Village Board on December 2, 2025, for First Reading with final approval of Ordinance 2161-25 on December 16, 2025.

The final ordinance must be passed by a vote of two-thirds of the corporate authorities holding office; thus five current Board members must vote to approve for the annexation to pass.

**ATTACHMENTS**

1. Draft Annexation Agreement
2. Preliminary Plat of Annexation
3. Petition for Annexation
4. Public Hearing Notice
5. Draft Ordinance

## **ITASCA STANDARD FORM ANNEXATION AGREEMENT**

### **I. INTRODUCTION**

THIS ANNEXATION AGREEMENT (this AGREEMENT) is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Village of Itasca, an Illinois municipal corporation (the VILLAGE), and Chicago Title Land Trust Company as Trustee under the provisions of a certain Trust Agreement dated June 22, 2020 and known as Trust Number 8002383423 (the OWNER).

### **II. RECITALS**

A. The OWNER is the owner of record of all of the real estate consisting of approximately 0.918 acres legally described in Exhibit A attached hereto and incorporated herein by reference (the PROPERTY), and depicted on the Annexation Map, attached hereto as Exhibit B and incorporated herein by reference, which PROPERTY is contiguous to the corporate limits of the VILLAGE, and is not within the limits of any corporate municipality.

B. The VILLAGE is a municipal corporation organized and existing under the laws of the State of Illinois.

C. There has been filed with the Clerk of the VILLAGE a Petition for Annexation pursuant to 65 ILCS 5/7-1-8, signed by the OWNER of the PROPERTY, and by not less than 51% of the electors then residing on the PROPERTY.

D. OWNER desires to annex the PROPERTY to the VILLAGE (the ANNEXATION) subject to, and contingent upon, the approval by the Village of certain zoning relief further described in Sections IV and V of this AGREEMENT (collectively, the ZONING APPROVALS), pursuant to the terms and conditions of this AGREEMENT.

E. It is the desire of the VILLAGE to annex the PROPERTY and facilitate development of the PROPERTY pursuant to the terms and conditions of this AGREEMENT.

F. VILLAGE and OWNER have or will perform and execute all acts required by law to effectuate such annexation.

G. OWNER hereby proposes that the PROPERTY be classified in the Residential R-1 Single-Family Residence District Zoning classification (the R-1 DISTRICT), with certain zoning variations, as more fully set forth below, to allow for the construction of a new Single Family residence.

H. The VILLAGE and OWNER desire that the PROPERTY be developed in the manner proposed above; and,

I. In reliance upon the development of the PROPERTY in the manner proposed, the VILLAGE and OWNER have or will execute all petitions and other documents that are necessary to accomplish the annexation of the PROPERTY to the VILLAGE.

J. It is the desire of the VILLAGE and the OWNER that the development of the PROPERTY proceeds as soon as possible, subject to the ordinances, codes and regulations as amended by the VILLAGE.

K. In accordance with the powers granted to the VILLAGE by the provisions of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1 through 15.1-5, inclusive, relating to annexation agreements, the VILLAGE and OWNER wish to enter into a binding agreement with respect to the annexation of the PROPERTY to the VILLAGE and to provide for various other matters related directly or indirectly to such annexation and the development of the PROPERTY as authorized by the provisions of valid statutes.

L. On \_\_\_\_\_, pursuant to legal notice, the corporate authorities of the VILLAGE held a public hearing on this AGREEMENT all as required by the provisions of the statutes of the State of Illinois, and on \_\_\_\_\_ by a vote of two-thirds (66.67%) of the corporate authorities then holding public office, directed the President to execute, and the VILLAGE Clerk to attest to, this AGREEMENT on behalf of the VILLAGE.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and conditions herein contained, and by authority of and in accordance with the aforesaid statutes of the State of Illinois, the parties hereto agree as follows:

### **III. ANNEXATION**

On September 10, 2025, OWNER filed with the Clerk of the VILLAGE a petition pursuant to and in accordance with the provisions of 65 ILCS 5/7-1-8, to annex the PROPERTY to the VILLAGE subject to the approval of this AGREEMENT. The VILLAGE shall adopt ordinances annexing the PROPERTY and granting the ZONING APPROVALS. It is expressly understood that this AGREEMENT, in its entirety, together with the aforesaid Petition for Annexation and any ordinance annexing the PROPERTY, shall be null, void, and of no force and effect unless the PROPERTY is zoned and classified as hereinafter, and the VARIATIONS (as defined below) are approved by the VILLAGE, provided the necessary ordinances are duly adopted by the VILLAGE contemporaneously with the execution of this AGREEMENT.

### **IV. ZONING**

If the VILLAGE adopts an ordinance annexing the PROPERTY, the VILLAGE shall adopt an ordinance providing that the PROPERTY, as depicted on the attached Exhibit B, and legally described on the attached Exhibit A, shall be classified as R-1 DISTRICT, subject to the VARIATIONS provided in Section V of this AGREEMENT.

### **V. VARIANCES**

If the VILLAGE adopts an ordinance annexing the PROPERTY, then the VILLAGE shall adopt an ordinance granting the following variations from the Itasca ZONING ORDINANCE (the ZONING ORDINANCE) for the proposed development of the PROPERTY (collectively, the VARIATIONS):

- A. A variation to Section 7.04.9 to permit an increase of the maximum lot coverage from 40% to 46.5%.
- B. A variation Section 4.13.4.d to permit an increase of the maximum accessory structure square footage from 864 square feet to 1,775 square feet.
- C. A variation Section 4.20.4.d and 7.04.5.a to permit a reduction in the front yard setback for fences to permit a fence with an 8-foot front yard setback.
- D. A variation Section 7.04.5.b to permit a reduction of the minimum side yard setback from 8 feet to 6 feet.
- E. A variation Section 7.04.5.b to permit a reduction of the minimum combined side yard setback from 20 feet to 6 feet.
- F. A variation Section 12.03.7 to allow two driveways.
- G. A variation to Section 12.03.7. to allow a driveway drive within 5 feet of the interior property line.

**VI. FEES AND DONATIONS**

As a condition of this AGREEMENT, OWNER shall provide cash payments, for the benefit of the VILLAGE, as follows:

- A. Annexation, Building Permit, Tap-on, Engineering Review, Legal Review, and other Fees and Costs:

Annexation fees, building permit fees, tap-on fees, engineering and legal consulting fees, and all other applicable fees and costs shall be payable in accordance with the fees and costs required under existing VILLAGE ordinances, subject to such increases as may be contained in ordinance amendments made from time-to-time, provided that no such increases shall apply to the PROPERTY unless they apply to the VILLAGE generally.

- A. Recapture Fees: None.
- B. Cash and Land Donations: None.
- C. Other Fees:

During the term of this AGREEMENT, and irrespective of any amendment to existing, or passage of new, fee ordinances or other action of the VILLAGE, OWNER shall not be required to pay any fees to the VILLAGE other than or in amounts greater than those specified herein, provided that if, during the term of this AGREEMENT, any such fees applicable generally to all properties in the VILLAGE or to any particular type of work are reduced, the fees applicable to the PROPERTY and to the type of work being done on the PROPERTY shall be reduced correspondingly.

## **VII. PUBLIC IMPROVEMENTS**

### **A. Public Improvements**

OWNER shall be responsible for the construction and installation of any public improvements and utilities, consisting of sanitary sewers, water mains, streets, street lights, and appurtenant structures, if needed to adequately service the PROPERTY in accordance with applicable VILLAGE ordinances and design standards and the following additional standards:

#### **1. Roadways, Right-of-Way, and Pavement Width**

DEVELOPER shall construct all streets, sidewalks, and other public improvements in accordance with applicable VILLAGE ordinances. OWNER agree to cooperate in good faith with the DuPage County Division of Transportation and the Illinois Department of Transportation, if necessary and applicable.

#### **2. Subsurface Utilities**

All new utilities to be installed in conjunction with development of the PROPERTY, including sanitary sewers, water mains, electric, gas, telephone, and cable television, shall be installed underground. Any existing perimeter overhead power lines shall be removed and installed underground.

#### **3. Sewerage Treatment**

The VILLAGE has agreed to allow OWNER to tap into the VILLAGE'S sanitary system for the purpose of serving the proposed development. OWNER shall provide sanitary sewer service to the PROPERTY or any improvement to be constructed thereon, by connecting into the existing sanitary sewers at a point or points as shall be reasonably determined and approved by the VILLAGE Engineer. Any connections made by OWNER shall be made in a manner reasonably approved by the VILLAGE Engineer and any other applicable governmental bodies and agencies having jurisdiction.

#### **4. Water Supply**

The VILLAGE has agreed to allow OWNER to tap into the VILLAGE'S water system for the purpose of serving the proposed development, subject to compliance with the provisions for off-site improvements set forth below. Except as provided in this Section VII.A.4, VILLAGE and OWNER agree that OWNER may connect to a well water source for the sole purpose of providing water for the landscaped areas and yards at the PROPERTY. VILLAGE and OWNER agree that OWNER must use the VILLAGE'S water system for all other purposes. OWNER shall connect to the existing VILLAGE water mains at a point or points as are reasonably determined and approved by the VILLAGE Engineer. Any connections made by OWNER shall be made in a manner reasonably approved by the VILLAGE Engineer and any other applicable governmental bodies and agencies having jurisdiction over the PROPERTY.

#### **5. Off-Site Improvements**

(a) If necessary to connect the PROPERTY to the VILLAGE's water and sewer systems, OWNER shall, at its sole cost and expense, construct (i) a water main with all the appurtenances and hydrants along the frontage of the PROPERTY in or following the right-of-way, and (ii) a sanitary sewer line within the same right-of-way, all as depicted and in accordance with engineering plans and specifications to be submitted by OWNER and approved by the VILLAGE engineer prior to the construction of said off-site improvements.

(b) OWNER agrees to install storm water detention/ retention improvements as delineated in plans and specifications to be submitted by OWNER and approved by the VILLAGE Engineer, and other regulatory authorities. The detention/retention facility shall be designated by OWNER as common areas with restrictions of record to be recorded by OWNER, providing that OWNER and its successors and assigns own and are responsible for maintenance of such common areas. OWNER shall establish easements authorizing the VILLAGE to enter upon and provide required maintenance to said common areas if not done in a timely manner by OWNER, its successors and assigns, and authorizing the VILLAGE to back charge OWNER, its successors and assigns, or place a lien upon the PROPERTY for the costs incurred by the VILLAGE performing such maintenance.

B. Dedication of Improvements

OWNER shall dedicate to the VILLAGE the public improvements by recording of a final plat of subdivision and/or plat of dedication and easement, in the form and substance approved by the VILLAGE. The VILLAGE shall accept said public improvements as provided herein and by VILLAGE ordinances.

C. Completion and Maintenance Guarantee

1. It is understood that prior to the construction of any public improvements herein provided, OWNER shall submit the required plans, specifications, and engineer's estimate of probable cost for approval by the VILLAGE Engineer, as provided herein. OWNER shall submit surety bonds or separate irrevocable, commercial letters of credit, at the VILLAGE'S sole option, in an amount equal to 115% of the aforesaid probable cost of completion, as required by the VILLAGE and in a form approved by the VILLAGE Attorney, to secure completion of such public improvements to service the proposed development. No building permits or occupancy permits shall be issued, and OWNER shall not begin construction of the public improvements, without submitting said guarantee bond or letter of credit. In the event that the amount of any guarantee bond or letter of credit should become less than the amount actually estimated to be required to complete the public improvements, OWNER shall increase appropriately the amount of the guarantee bond or letter of credit.

2. Upon installation of said public improvements, the applicable guarantee bond or letter of credit shall periodically be reduced to an amount which, in the reasonable opinion of the VILLAGE Engineer and subject to the procedures in the Subdivision Ordinance, is sufficient to ensure completion of the work yet to be performed.

3. A maintenance guarantee, consisting of a cash escrow or irrevocable letter of credit reasonably acceptable to the VILLAGE shall be in an amount equal to ten percent (10%)

of the letter of credit posted under the preceding paragraph and shall be held by the VILLAGE for a period of three (3) years after final acceptance of such public improvements, as a guarantee against any defect in the material or workmanship furnished in connection with the public improvements and to guarantee against any damage to such improvements by reason of settling of the ground, base or foundation thereof, all as provided in the VILLAGE Subdivision Ordinance. As a further condition of the VILLAGE accepting said public improvements, OWNER shall provide a bill of sale to all such public improvements on a form approved by the VILLAGE Attorney.

D. Easements and Access

1. The VILLAGE shall, upon the request of the OWNER, grant to utility companies designated by OWNER or any other municipal corporation or public body which may provide utilities to any part of the PROPERTY, such as construction and maintenance utility easements over, under, across, or through property owned or controlled by the VILLAGE, as are necessary or appropriate for the development of the PROPERTY in accordance with the provisions of this AGREEMENT; provided, however, that OWNER shall pay all costs associated therewith.

2. OWNER shall be responsible for obtaining all off site easements and rights of possession over, under, across or through property not owned by the VILLAGE for all public improvements, including utility and road improvements as set forth herein, and as provided by the final engineering plans which are reasonably determined by the VILLAGE to be reasonably necessary for the development of the PROPERTY. In the event OWNER is unable to obtain such easements and rights of possession, the VILLAGE agrees to exercise its power of eminent domain at the request of the OWNER, to obtain any such title to real estate, easements and rights of possession required by the VILLAGE, which are reasonably acceptable to the VILLAGE for the improvements; provided, however, that OWNER shall pay all costs, expenses, judgments, and settlements including all attorney fees of the VILLAGE arising out of or in connection therewith.

**VIII. SIGNS AND FENCING**

The VILLAGE is generally agreeable to entry signs and monuments. However, any such sign or monument must be presented to the VILLAGE's Plan Commission. The Plan Commission shall make a recommendation to the VILLAGE Board to approve or deny the OWNER's request. Action by the VILLAGE Board shall be taken on the Plan Commission's recommendation.

**IX. INTERIM USES**

Interim uses shall be permitted as follows: None.

**X. VILLAGE ORDINANCES**

A. OWNER agrees that, in its development of the PROPERTY, they shall comply with all ordinances, codes and regulations of the VILLAGE in effect on the date of this AGREEMENT as modified by this AGREEMENT, including but not limited to the VILLAGE Zoning and Subdivision Ordinances. During the term of this AGREEMENT, the PROPERTY shall not be subject to any new ordinances, codes or regulations, or to any amendments to existing ordinances, codes or regulations which are more restrictive than those applicable to the

PROPERTY other than those new or amended ordinances, codes and regulations pertaining to building, health, property maintenance, or life safety generally applicable throughout the VILLAGE.

B. To the extent that any new or amended ordinances, codes and regulations are less restrictive than those applicable to the PROPERTY pursuant to this AGREEMENT, OWNER may elect to proceed with the development or construction of improvements based upon the less restrictive ordinances, codes and regulations.

## **XI. BUILDING PERMITS**

The VILLAGE agrees to issue within thirty (30) working days after receipt of application therefore, permits for the construction of any buildings or improvements of buildings or issue a letter of denial within said period of time informing OWNER as to where the application does not conform to the provisions of this AGREEMENT or VILLAGE ordinances and quoting the section of the VILLAGE code, ordinance, or this AGREEMENT relied upon. If the application is approved, the permits will be issued with ten (10) working days thereafter. If the permit is conditionally approved, the permit will be issued within five (5) working days after the OWNER satisfies the conditions of such approval.

## **XII. STOP ORDERS**

Any stop order issued by the VILLAGE directing work stoppage on any building or other improvement shall specify the section of the ordinance, code or regulation, or this AGREEMENT allegedly violated and shall give OWNER thirty (30) days in which to cure or diligently commence cure of such violation. Upon correction of any such violation, work on any building or improvement subject to the stop work order may recommence.

## **XIII. CERTIFICATES OF OCCUPANCY**

A. Subject to the provisions of the VILLAGE Zoning and Subdivision Ordinances, within five (5) days after request by OWNER for a final inspection of a building within the development, the VILLAGE shall issue a final certificate of occupancy for such building or shall issue a letter of denial of a certificate of occupancy identifying the corrections necessary as a condition to issuance of a certificate of occupancy and specifying the section of the Building Code relied on by the VILLAGE in its request for correction. If, after final inspection or reinspection, the VILLAGE'S inspector does not request in writing correction of any items, immediate occupancy of the building shall be permissible.

B. Subject to the provisions of the VILLAGE Zoning and Subdivision Ordinances, the VILLAGE shall issue a temporary occupancy certificate for any building within the development before completion of the building if said building may be occupied safely prior to full completion without endangering life or public welfare.

C. The VILLAGE shall issue individual certificates of occupancy for each building contained in the development on a unit-by-unit or floor-by-floor basis within five (5) days after request by the DEVELOPER, if construction of such building has advanced to the point that the portions of the building for which the certificate is to be issued may be occupied safely prior to

full completion of the building without endangering life or public welfare, as provided under the VILLAGE'S Building Code.

**XIV. REIMBURSEMENT OF VILLAGE COSTS**

OWNER agrees to reimburse the VILLAGE for reasonable attorneys' fees and costs and planning consultants' and engineering costs incurred by the VILLAGE in connection with the annexation and development of the PROPERTY or in the enforcement of any of the terms of this AGREEMENT upon default by OWNER. Such payment shall be made promptly upon receipt of a request from the VILLAGE for such reimbursement, with copies of bills attached. In addition to other remedies as stated in this AGREEMENT, the VILLAGE may withhold issuance of building permits and occupancy certificates in the event OWNER fails to promptly reimburse the VILLAGE for such costs.

**XV. SPECIAL PROVISIONS**

None.

**XVI. AGREEMENT TO PREVAIL OVER CODES AND ORDINANCES**

In the event of any conflict between this AGREEMENT and any codes, ordinances, rules or regulations, of the VILLAGE, the provisions of this AGREEMENT shall prevail to the extent of any such conflict or inconsistency.

**XVII. PARTIAL INVALIDITY OF AGREEMENT**

A. If any provision of this AGREEMENT (except those provisions relating to the requested rezoning of and VARIATIONS for the PROPERTY identified herein and the ordinances adopted in connection therewith), or its application to any person, entity, property is held invalid, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect the application or validity of any other terms, conditions, and provisions of this AGREEMENT and, to that end, any terms, conditions, and provisions of this AGREEMENT are declared to be severable.

B. If, for any reason, during the term of this AGREEMENT, any approval or permission granted hereunder regarding plans or plats of subdivision or zoning are declared invalid, the VILLAGE agrees to take whatever action is necessary to reconfirm such plans and zoning ordinance effectuating the zoning, variations, and plat approvals proposed herein.

**XVIII. TIME IS OF THE ESSENCE**

It is understood and agreed by the parties hereto that time is of the essence in this AGREEMENT, and that all parties will make every reasonable effort, including the calling of special meetings, to expedite the subject matter hereof. It is further understood and agreed by the parties that the successful consummation of this AGREEMENT requires their continued cooperation.

**XIX. BINDING EFFECT AND TERM**

This AGREEMENT constitutes a covenant running with the land and binding upon and inuring to the benefit of the parties hereto, their successors and assigns, including, but not limited to, successor owners of record of the PROPERTY, successor owners, lessees and successor lessees, and upon any successor municipal authorities of the VILLAGE for a period of twenty (20) years from the later of the date of execution hereof and the date of adoption of the ordinances pursuant hereto. OWNER agrees not to file any petition or institute any proceeding to disconnect the PROPERTY from the corporate limits of the VILLAGE during the term of this AGREEMENT.

**XX. AMENDMENTS**

This AGREEMENT may be amended by mutual written agreement of the VILLAGE and OWNER and in accordance with the procedures provided by law and ordinance.

**XXI. RECORDING**

This AGREEMENT shall be recorded with the County Recorder's office in the County of DuPage.

**XXII. NOTICES AND REMEDIES**

A. Upon breach of this AGREEMENT, any of the parties in any court of competent jurisdiction may, by civil action, mandamus, injunction or other proceeding, enforce and compel performance of this AGREEMENT.

B. Before any failure of any party to this AGREEMENT to perform its obligations under this AGREEMENT shall be deemed to be a breach of this AGREEMENT, the party claiming such failure shall notify, in writing, by certified mail/return receipt requested, the party alleged to have failed to perform and performance shall be demanded.

C. In the event the VILLAGE chooses to sue in order to enforce the obligations hereunder, the OWNER shall pay all costs and expenses incurred by the VILLAGE, including, but not limited to, reasonable attorney's fees and court costs, provided the VILLAGE prevails. In the event the OWNER chooses to sue in order to enforce the obligations hereunder, the VILLAGE shall pay all costs and expenses incurred by the OWNER, including, but not limited to, reasonable attorney's fees and court costs, provided the OWNER prevails. In addition, if the OWNER does not pay any fees provided for herein, the VILLAGE may withhold the issuance of building permits until payment is received, or if the appropriate security is not deposited, withhold approval of any plat of subdivision until the appropriate security is delivered. The VILLAGE may use any remedies available to it to collect such fees and charges as are due.

D. Notices shall be provided at the following addresses:

VILLAGE: Village Clerk  
Village Administrator  
Village of Itasca  
550 W. Irving Park Road  
Itasca, IL 60143

Copies to: Jason R. Blumenthal  
Hervas, Condon & Bersani, P.C.  
333 Pierce Road, Suite 195  
Itasca, IL 60143

OWNER: ATTN: Gregory Kasprzyk (Trust 8002383423)  
Chicago Title Land Trust Company  
1701 Golf Road, Suite 1-102  
Rolling Meadows, IL 60008

Copy to: Mario Gullo  
19W076 Granville Avenue  
Itasca, IL 60143

Copy to: ATTN: Karl D. Camillucci  
Taft Stettinius & Hollister LLP  
111 East Wacker Drive, Suite 2600  
Chicago, IL 60601

### **XXIII. INDEMNIFICATION.**

OWNER shall in the event a claim is made against the VILLAGE, its officers, other officials, agents and employees or any of them, or if the VILLAGE, its officers, other officials, agents and employees or any of them, is made a party-defendant in any proceeding arising out of or in connection with this AGREEMENT or the annexation of the PROPERTY, the approval and issuance of any and all permits or other governmental authorization, zoning changes or other zoning relief, for the PROPERTY, or the development of the PROPERTY, including matters pertaining to the hazardous material and other environmental matters (except as may be required by provisions 765 Ill. Comp. Stat. 705.1 and 740 Ill. Comp. Stat. 35/1 of the Illinois Statute for the negligent acts and omissions of the VILLAGE, its officers, other officials, agents and employees or any of them) defend and hold the VILLAGE and such officers, other officials, agents and employees harmless from all claims, liabilities, losses, taxes, judgments, costs, fees, including expenses and reasonable attorney's fees in connection therewith. Any such indemnified person may obtain separate counsel to participate in the defense thereof at his own expense. However, if the Canons of Legal Ethics require such indemnified person to be separately defended where there is no agreement as to a conflict of interest, then OWNER shall bear such expense. The VILLAGE and such officers, other officials, agents and employees shall cooperate in the defense of such proceedings and be available for any litigation-related appearances which may be required. OWNER agrees that the VILLAGE, its officers, other officials, agents and employees shall not be liable for any liability, losses, judgments, costs, fees, including reasonable attorney's fees and expenses arising out of or in connection with the VILLAGE'S failure to approve preliminary or final plans, provided, however, OWNER does not relinquish its right to receive approval of its final plans, including final plats of subdivision, building and occupancy permits and other permits, approval and licenses and to such extent OWNER retains the right to legal or equitable action against the VILLAGE for declaratory judgment, injunctive relief and mandamus to enforce all of its rights under this AGREEMENT,

provided in no event shall the VILLAGE or any officer, agency or employee be liable for monetary damages or attorney's fees in connection therewith.

**XXIV. COUNTERPARTS**

This AGREEMENT may be executed in any number of counterparts, all of which, taken together, shall constitute one agreement, and any one of the parties hereto may execute this AGREEMENT by signing any such counterpart.

*[Signature page to Annexation Agreement by and between the Village of Itasca and Chicago Title Land Trust Company as Trustee under the provisions of a certain Trust Agreement dated June 22, 2020 and known as Trust Number 8002383423]*

IN WITNESS WHEREOF, the parties have executed this Annexation Agreement the day and year first above written.

**OWNER:**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**VILLAGE OF ITASCA:**

By: \_\_\_\_\_  
Village President

Attest: \_\_\_\_\_  
Village Clerk

**EXHIBIT A**

LOT 17 IN LEUHRINGS LAWRENCE AVENUE GARDENS, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 16, 1949 AS DOCUMENT 569924.

PIN 03-05-405-015

**EXHIBIT B**  
**ANNEXATION MAP**



Village of Itasca Annexation Petition  
19W076 Granville Avenue

I, Gregory Kasprzyk, after being first duly sworn on oath, depose and state that I have personal knowledge of the facts set forth in this Petition and, if called upon to testify, I would swear the following facts are true and correct:

1. I am a Trust Officer for the Chicago Title Land Trust Company (the "Company").
2. The Company is the owner of the subject property located at 19W076 Granville Avenue in unincorporated DuPage County (the "Subject Property") as Trustee under the provisions of the Trust Agreement dated June 22, 2020 and known as Trust Number 8002383423 (the "Trust").
3. Mario Gullo (the "Beneficiary") is the sole beneficiary of the Trust.
4. No electors reside within the Subject Property.
5. The Beneficiary, with due authorization from the Trust, has submitted an application for annexation of the Subject Property into the Village of Itasca (the "Proposed Annexation").
6. Pursuant to 65 ILCS 5/7-1-8, with due authorization from and on behalf of the Beneficiary and Trust, I request the Village of Itasca approve the Proposed Annexation.

FURTHER AFFIANT SAYETH NOT.

This information contained in this certification has been furnished to the land trustee by the beneficiaries of trust no. 8002383423 and the certification is made solely in reliance thereon and no responsibility is assumed by the trustee in its individual capacity, for the truth or accuracy of the facts therein stated.



CHICAGO TITLE LAND TRUST COMPANY  
as Trustee under Trust No. 8002383423  
and not personally  
BY:   
ASSISTANT VICE PRESIDENT

Signed and sworn to before me on [insert date] 9-9-25 by [insert name of affiant] GREGORY KASPRZYK at [insert county name] COOK County, [insert state] IL  
Trust Officer of CTLC



Notary Public



Commission expires: 12.28.27

Subject Property Address: 19W076 Granville Avenue, Itasca, IL 60143

Subject Property PIN: 03-05-405-015

**NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY given that the President and Board of Trustees of the Village of Itasca will conduct a public hearing on Tuesday, December 2nd, 2025 at 7:00 p.m., or as soon thereafter as the case may be heard, in the Itasca Village Hall, 550 West Irving Park Road, Itasca, Illinois, to consider the adoption of an Annexation Agreement between the Village of Itasca and the Chicago Title Land Trust Company as Trustee under the provisions of a certain Trust Agreement dated June 22, 2020 and known as Trust Number 8002383423 for the property commonly known as 19W076 Granville Ave., Itasca, IL, PIN #03-05-405-015, approximately 39,988 square feet in area, legally described as follows:

LOT 17 IN LEUHRING'S LAWRENCE AVENUE GARDENS, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 16, 1949 AS DOCUMENT 569924.

The Petitioner is represented by Taft Stettinius & Hollister LLP located at 111 East Wacker Drive, Suite 2600, Chicago, IL 60601. The Petitioner's authorized representative, Karl Camillucci, can be contacted at (312) 836-4085 or kcamillucci@taftlaw.com with questions or to obtain additional information.

All interested people are invited to attend and be heard. The petition and supporting documentation are available for inspection at the Community Development Department at the Itasca Village Hall, 550 West Irving Park Road, Itasca, IL during normal business hours. Written comments, questions, and/or statements can be submitted by email to commdev@itasca.com or by mail addressed to: Village of Itasca

Aftn: Community Development Department  
550 W. Irving Park Road  
Itasca, IL 60143

NOTE: Any person who has a disability requiring a reasonable accommodation to participate in this public hearing should contact Jody Conidi, Village Clerk, 550 W. Irving Park Road, Itasca, IL, or call (630) 773-0835 within a reasonable time before the meeting. Requests for a qualified interpreter require five (5) working days advance notice.

Jody Conidi, Village Clerk  
Published in Daily Herald Nov. 14, 2025 (312805)

**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, DuPage County, State of Illinois, and has been in general circulation daily throughout DuPage County, continuously for more than 50 weeks prior to the first Publication of the attached notice, and a newspaper as defined by 715 ILCS 5/5.

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 11/14/2025 in said **DuPage County DAILY HERALD**. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

BY \_\_\_\_\_

Designee of the Publisher of the Daily Herald

Control # 312805 \*DUPAGE\*



**ORDINANCE NO. 2162-25**

**AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE VILLAGE OF ITASCA,  
DUPAGE COUNTY, ILLINOIS (19W076 GRANVILLE AVE., THE CHICAGO TITLE LAND  
TRUST COMPANY – 39,988 SQUARE FEET)**

WHEREAS, a written petition, signed by the legal owner of record of all land within the territory hereinafter described, has been filed with the Village Clerk of the Village of Itasca, DuPage County, Illinois, requesting that said territory be annexed to the Village of Itasca; and,

WHEREAS, there are no electors residing within the said territory; and,

WHEREAS, the said territory is not within the corporate limits of any municipality but is contiguous to and surrounded by the Village of Itasca; and,

WHEREAS, legal notices regarding the intention of the Village to annex said territory have been sent to all public bodies required to receive such notice by state statute; and,

WHEREAS, copies of such notices required to be recorded, if any, have been recorded in the Office of the Recorder of DuPage County; and,

WHEREAS, the legal owner of record of said territory and the Village of Itasca have entered into a valid and binding Annexation Agreement relating to such territory; and,

WHEREAS, all petitions, documents, and other necessary legal requirements are in full compliance with the terms of the Annexation Agreement and with the statutes of the State of Illinois, specifically §7-1-8 of the Illinois Municipal Code; and,

WHEREAS, it is in the best interests of the Village of Itasca that the territory be annexed thereto.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Itasca, DuPage County, Illinois, as follows:

SECTION ONE: The following described territory being indicated on the plats of annexation attached hereto as Exhibit A and incorporated herein by reference, is hereby annexed to the Village of Itasca, DuPage County, Illinois:

LOT 17 IN LEUHRING'S LAWRENCE AVENUE GARDENS, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 16, 1949 AS DOCUMENT 569924.

Tax parcel numbers: PIN# #03-05-405-015

SECTION TWO: The Village Clerk is hereby directed to record with the Recorder and to file with the County Clerk a certified copy of this Ordinance, together with the plat of annexation (Exhibit A).

SECTION THREE: SEVERABILITY. The various provisions of this Ordinance are to be considered as severable, and if any part or portion of this Ordinance shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

SECTION FOUR: REPEAL OF PRIOR ORDINANCES. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

	Trustee Aiani	Trustee Christensen	Trustee Daly	Trustee Gavanes	Trustee Leahy	Trustee Powers	Mayor Pruyn
Aye	<input type="checkbox"/>						
Nay	<input type="checkbox"/>						
Absent	<input type="checkbox"/>						
Abstain	<input type="checkbox"/>						

APPROVED and ADOPTED by the Village President and Board of Trustees of the Village of Itasca this 6<sup>th</sup> day of January 2026.

APPROVED:

\_\_\_\_\_  
Village President Jeffery J. Pruyn

ATTEST:

\_\_\_\_\_  
Village Clerk Jody Conidi