

ORDINANCE NO. F-0450

AN ORDINANCE AUTHORIZING THE SIGNING OF AN  
ANNEXATION AGREEMENT -  
0N491 GARY AVENUE/SLATTENGREN

WHEREAS, a written petition has been filed with the City Clerk of Wheaton, Illinois, requesting the annexation to the City of Wheaton, Illinois ("City"), of certain territory contiguous to the boundaries of the City and not within the corporate boundaries of any other municipality, pursuant to a proposed annexation agreement which sets forth the terms and conditions under which annexation shall take place; and

WHEREAS, pursuant to notice, a public hearing was conducted by the City Council on March 27, 2000, to consider the terms and conditions of the proposed annexation agreement; and

WHEREAS, an annexation agreement dated April 3, 2000, among the City and Marcella Slattengren ("Owner") ("Annexation Agreement"), is the direct result of deliberations on the proposed Annexation Agreement pursuant to the public hearing and other meetings before the City Council and City Staff.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Wheaton, DuPage County, Illinois, pursuant to its home rule powers, as follows:

Section 1: The Mayor of the City is authorized and directed to sign, on behalf of the City, the Annexation Agreement; and the City Clerk is authorized and directed to attest to the signature of the Mayor and affix the corporate seal of the City thereon. A copy of the Annexation Agreement is on file in the Office of the City Clerk and is incorporated into this ordinance by this reference as though fully set forth herein.

Section 2: The Annexation Agreement shall be recorded in the Office of the Recorder of Deeds, DuPage County, Illinois, at the expense of the Owners.

Section 3: All Ordinances or parts of ordinances in conflict with these provisions are repealed.

Section 4: This ordinance shall become effective from and after its passage, approval, and publication in pamphlet form in the manner prescribed by law.

ATTEST:

City Clerk

Emily M. Conselazio

Mayor

James Carr

Ayes:

Roll Call Vote:

Councilman Johnson

Councilwoman Johnson

Councilman Mork

Councilwoman Davenport

Councilman Eckhoff

Councilman Gresk

Mayor Carr

Nays:

None

Absent:

None

Passed: April 3, 2000

Published: April 4, 2000

Motion Carried Unanimously

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT ("Agreement"), made and entered into this 3rd day of April 2000, among the City of Wheaton, an Illinois municipal corporation, located in DuPage County, State of Illinois ("City"), and Marcella Slattengren ("Owner").

WITNESSETH

WHEREAS, Owner has an interest in, or control of, the real estate legally described on Exhibit A, which is attached to and made a part of this Agreement ("Subject Property"); and

WHEREAS, the City has concluded that once annexed the Subject Property would further the growth of the City, enable the City to control the development of the area, increase the taxable value of the property within the City, extend the corporate limits and jurisdiction of the City, permit the sound planning and development of the City, and otherwise enhance and promote the health, safety, and general welfare of the City; and

WHEREAS, the Subject Property is contiguous to the corporate limits of the City; and

WHEREAS, pursuant to the provisions of Section 6.1, et.seq., of the Wheaton City Code and applicable provisions of the Illinois Compiled Statutes and Illinois Constitution, a proposed annexation agreement in substance and form of the same as this Agreement was submitted to the Wheaton City Council, and a public hearing was held thereon pursuant to notice as provided by ordinance and statute; and

WHEREAS, the City has had such hearings and heard such testimony as prescribed by law with respect to the required zoning classification of R-3, Residential District; and

WHEREAS, notice has been duly served in the manner provided by statute on the appropriate governmental entities and an affidavit that service of said notice has been duly served has been placed on record with the Recorder of Deeds, DuPage County, Illinois.

NOW, THEREFORE, in consideration of the foregoing preambles and mutual covenants and agreements contained herein, the parties hereto agree as follows:

**1. LEGAL CONFORMANCE WITH LAW.** This Agreement is made pursuant to and in accordance with the provisions of the Wheaton City Code and applicable provisions of the Illinois Compiled Statutes and the Illinois Constitution.

**2. PETITION TO ANNEX/ANNEXATION AGREEMENT.** Owner has filed with the Clerk of the City, a proper petition, pursuant to the provisions of the Illinois Compiled Statutes [65 ILCS 5/7-1-8 (1998 State Bar Association Edition)], conditioned on the execution of an annexation agreement to annex the Subject Property to the City. The petition for annexation, attached as Exhibit "B", is incorporated into this Agreement by this reference. This Agreement in its entirety, together with the aforesaid petition for annexation, shall be null, void, and of no force and effect unless the Subject Property is validly zoned and classified under the City's Zoning Ordinance as hereinafter set forth and amended.

**3. ANNEXATION ORDINANCE.** Immediately upon execution of this Agreement, the City Council will enact an ordinance annexing the Subject Property to the City.

**4. REZONING.** Immediately after the passage of the ordinance annexing the Subject Property, the City, shall, without further hearing, adopt an amendment to its Zoning Ordinance, zoning and classifying the Subject Property in the R-3 Residential District zoning classification.

**5. DEVELOPMENT/CONSTRUCTION STANDARDS.** Any future development of, or construction on, the Subject Property shall be in full conformance with the City's Zoning Ordinance, Subdivision Control Ordinance, Building Code, and other ordinances, codes, rules, and regulations of the City pertaining to the development of the Subject Property to be annexed. The ordinances, codes, rules, and regulations existing on the date of the application for building, or other, permit(s), shall be applicable, except as the same may be specifically amended pursuant

to the terms of this Agreement.

**6. VARIATIONS FROM LOCAL CODES.** Immediately after the passage of the ordinance annexing the Subject Property, the City, shall zone the Subject Property as provided for in paragraph four (4) of this Agreement and include the following variations:

- a.) Minimum side yard of 2.56 feet as opposed to the required 4.14 feet, Zoning Ordinance Section 3.4A(5)(a).
- b.) Lot area of 6,621.12 square feet as opposed to the required 10,000 square feet, Zoning Ordinance Section 9.2.2.
- c.) Minimum lot width of 51.8 feet as opposed to the required 70 feet, Zoning Ordinance Section 9.2.4

There shall be no other variations from the City's ordinances or rules.

**7. SANITARY SEWER FACILITIES.** The Owner shall connect the single family home on the Subject Property to the sanitary sewer line located in the Gary Avenue right-of-way in accordance with the City Code and such connection shall occur within one (1) year of the date of this Agreement. The Owner shall pay all permit and connection fees in full force and effect at the time of the connection of the Subject Property to the sanitary sewer line. The City agrees to cooperate in obtaining such permits as may be required from time to time by both Federal, State, Municipal law, including, without limitation, the Illinois Environmental Protection Agency and the Wheaton Sanitary District. The Owner shall abandon the existing septic system servicing the Subject Property upon connection to the sanitary line.

**8. CONNECTION TO THE CITY WATER SYSTEM.** The Owner shall connect the single home on the Subject Property to the City's water main located within the Gary Avenue right-of-way in accordance with City Code and such connection to City water shall occur within one (1) year of this Agreement. The Owner shall pay all City permit and connection fees in full force and effect, pursuant to the City Code, at the time of the connection of the Subject Property to the water main. The Owner shall abandon the existing well servicing the property upon

connection to the City's water system as in accordance with Section 74-233 of the City Code.

**9. CITY ADDRESS.** Upon the passage of the ordinance annexing the Subject Property, Owner shall, forthwith, change the address of the Subject Property from the current County address to a City address as directed by the City and/or the United States Office.

**10. FUTURE PUBLIC IMPROVEMENTS.** Owner understands that the City customarily requires the Owner of real estate being annexed to the City to install various public improvements as required by the City Code, including, but not limited to, sanitary sewer mains, water mains, streets, sidewalks, and street lighting ("public improvements") within and/or adjacent to the property to be annexed to the City.

At this time, however, the City agrees it would not be in the City's best interest to require the Owner to construct the public improvements along the Gary Avenue frontage of Subject Property without a unified construction effort along Gary Avenue. In lieu of the Owner constructing the public improvements at the time of annexation, the Owner agrees that should the City construct public improvements along Gary Avenue fronting the Subject Property, the Owner shall pay their fair share of costs of the design and construction of said public improvements.

**11. WHEATON PARK DISTRICT ANNEXATION.** Owner agrees to annex, pursuant to Statute, the Subject Property to the Wheaton Park District within one (1) year of passage of the date of this Agreement.

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

**13. AMENDMENT OF ANNEXATION AGREEMENT.** This Agreement may be amended pursuant to the provisions of the City Code, Zoning Ordinance and Illinois Municipal

Code.

Ordinance F-04501<sup>276</sup> p.7

**14. TERM OF AGREEMENT.** This Agreement shall be binding upon the parties hereto, their respective successors and assigns for a full term of ten (10) years from the date of this Agreement.

**15. BINDING EFFECT.** This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, assigns, successors, and grantees; and this Agreement shall be recorded in the Office of the DuPage Recorder of Deeds at the expense of the Owner.

**16. NOTICES.** Notices or other writings which any party is required to, or may wish to, serve upon any other party in connection with this Agreement shall be in writing and shall be delivered personally or sent by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

Owner: Marcella Slattengren  
Wheaton, Illinois 60187; and

City: City Manager  
City of Wheaton  
303 West Wesley Street, Box 727  
Wheaton, Illinois 60189-0727.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date first above written.

City of Wheaton, an Illinois Municipal Corporation

Owner

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

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

ATTEST:

\_\_\_\_\_  
City Clerk

ATTEST:

\_\_\_\_\_

## EXHIBIT A

OF LOT 18 IN BLOCK 7 IN PURNELL GARDENS, A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON AUGUST 7, 1925 AS DOCUMENT NUMBER 197513, EXCEPT THAT PART BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 18; THENCE NORTH 88 DEGREES 27 MINUTES 09 SECONDS EAST, BEING AN ASSUMED BEARING ON THE SOUTH LINE OF SAID LOT 18, A DISTANCE OF 2.996 METERS (9.83 FEET); THENCE NORTHWESTERLY 9.194 METERS (30.16 FEET) ON THE ARC OF A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 1984.956 METERS (6512.31 FEET) WITH A CHORD BEARING OF NORTH 00 DEGREES 58 MINUTES 56 SECONDS EAST AND A CHORD DISTANCE OF 9.194 METERS (30.16 FEET); THENCE NORTH 45 DEGREES 27 MINUTES 01 SECOND EAST, A DISTANCE OF 9.655 METERS (31.68 FEET) TO THE NORTH LINE OF SAID LOT 18; THENCE SOUTH 88 DEGREES 27 MINUTES 01 SECONDS WEST, ON THE NORTH LINE OF SAID LOT 18, A DISTANCE OF 3.766 METERS (12.35 FEET) TO A POINT OF CURVE; THENCE SOUTHWESTERLY 9.647 METERS (31.65 FEET) ON THE ARC OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 6.223 METERS (20.42 FEET) WITH A CHORD BEARING OF SOUTH 44 DEGREES 02 MINUTES 28 SECONDS WEST AND A CHORD DISTANCE OF 8.710 METERS (28.57 FEET) TO A POINT OF TANGENT, BEING THE WEST LINE OF SAID BLOCK 7; THENCE SOUTHEASTERLY 9.685 METERS (31.81 FEET) ON THE WEST LINE OF SAID BLOCK 7, SAID LINE BEING A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 1985.775 METERS (6515.00 FEET) WITH A CHORD BEARING OF SOUTH 00 DEGREES 35 MINUTES 45 SECONDS EAST AND A CHORD DISTANCE OF 9.685 METERS (31.81 FEET) TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS, SAID PARCEL CONTAINS 62 SQUARE METERS, MORE OR LESS OR 0.006 HECTARE, MORE OR LESS (0.0152 ACRE, MORE OR LESS).

PIN NO. 05-08-211-011