

ORDINANCE N30. F-0496

**AN ORDINANCE AUTHORIZING THE SIGNING OF AN
ANNEXATION AGREEMENT -
2S425 ORCHARD ROAD/SAVENOK**

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 legally described in Exhibit 'A' which is 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 July 24, 2000, to consider the terms and conditions of the proposed annexation agreement; and

WHEREAS, an annexation agreement dated August 7, 2000, among the City and Peter and Tatiana Savenok ("Owners") ("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Section 3: All ordinances or parts of ordinances in conflict with these provisions are repealed.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:

Mayor

Emily M.
City Clerk

Roll Call Vote:

Ayes: Councilman Mork
Councilwoman Davenport
Councilman Gresk
Mayor Carr
Councilman Eckhoff
Councilman Johnson
Councilwoman Johnson

Nays: None

Absent: None

Motion Carried Unanimously

Passed: August 7, 2000
Published: August 8, 2000

460

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT ("Agreement"), made and entered into this 7th day of August, 2000, among the City of Wheaton, an Illinois municipal corporation, located in DuPage County, State of Illinois ("City"), and Peter and Tatiana Savenok ("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, Owner desires to redevelop the subject property by demolishing the existing single family home and construct a new single family home; 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-1, 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-1 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

452

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. SANITARY SEWER FACILITIES. The City agrees to cooperate in obtaining such permits as may be required from time to time by both federal and state law, including, without limitation, the Illinois Environmental Protection Act, permitting the connection onto the sanitary lines of Wheaton Sanitary District in order to develop and use the Subject Property. Owner agrees to connect to the Wheaton Sanitary District. In addition, the City will accept dedication of all lateral lines located within the corporate limits of the city and constructed by Owner in accordance with the final engineering for the Subject Property, pursuant to 62-298 of Chapter 62 of the Wheaton City Code. Location and size of sanitary sewer lines to be installed by Owner shall be in conformity with Exhibit "C" (Preliminary Engineering Plan) attached hereto and made a part hereof, subject to final engineering considerations.

7. CONNECTION TO THE CITY WATER SYSTEM. The City states that the Water Distribution System of the city is of sufficient capacity to service the Subject Property with potable water for domestic water consumption and fire flow protection, if developed in accordance with this Agreement, or any extension thereof, to reserve sufficient potable water and fire flow protection in the Water Distribution System to service the Subject Property, pursuant to the terms and conditions of this Agreement. The City further agrees to cooperate with Owner in obtaining such permits as may be necessary from time to time by both federal and state law, including, without limitation, the Illinois Environmental Protection Act, to permit the subject Property to be serviced with potable water and fire flow protection. In addition, the City will accept dedication of all primary water lines constructed by the Owner in accordance with the final engineering for the Subject Realty pursuant to 62-298 of Chapter 62 of the Wheaton City Code. Location and size of the water lines to be installed by Owner shall be in conformity with

Exhibit "C" (Preliminary Engineering Plan) attached hereto and made a part hereof, subject to final engineering considerations.

8. 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.

9. CONDITION OF PUBLIC IMPROVEMENTS. The City shall have no obligation of any kind with respect to the public improvements presently existing within and adjacent to the Subject Property. Once the Subject Property is annexed to the City, the City shall maintain the public improvements within and adjacent to the Subject Property in the customary manner in which it maintains public improvements.

10. SIDEWALK CONSTRUCTION. Sidewalk construction fronting the Subject Property shall be waived provided Owners donate seventy-five percent (75%) of the cost of the sidewalk construction in accordance with Chapter 58, Article II, Section 74, of the Wheaton City Code.

11. DEMOLITION OF EXISTING STRUCTURE. Article XII, Demolition of Buildings, Chapter 22, of the Wheaton City Code requires a specific procedure for the demolition of structures within the City. Recognizing the existing structure on the Subject Property could be demolished prior to the Subject Property's annexation to the City without compliance with Article XII of the Wheaton City Code, and the fact that the Site Plan presented to the City at the Annexation Public Hearing had shown the demolition of the existing structure, the City agrees to approve the demolition as provided by the Site Plan. Notwithstanding the foregoing, the Owners shall be required to file a Demolition Application on the form provided by the City, and such demolition shall be in accordance with the provisions of the BOCA Building Codes in force at the time and any additional requirements or conditions as placed on the Owners by the Building and Code Enforcement Department.

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.

14. TIME OF THE ESSENCE. Time is of the essence of this Agreement.

15. INVALIDITY. If any provision of this Annexation Agreement, or any section, sentence, clause, phrase, or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder of this Annexation Agreement and the application of such provision, section, sentence, clause, phrase, or word in any other circumstances shall not be affected thereby.

16. 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.

17. INDEMNIFICATION. Owners shall indemnify and hold the City harmless from all injuries to persons and property which arise due to the negligence of the Owners, its agents, assigns, employees, contractors, and subcontractors. Owners shall indemnify and hold the City harmless from all causes of action, suits, judgments, settlements, legal fees, and all other costs which may be incurred by the City as a result of the aforesaid negligence. The Owners shall provide the City with certificates of insurance as required by any Subdivision Improvement Agreement hereafter entered between the City and the Owners.

18. 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.

19. 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: Peter and Tatiana Savenok
28425 Orchard Road
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.

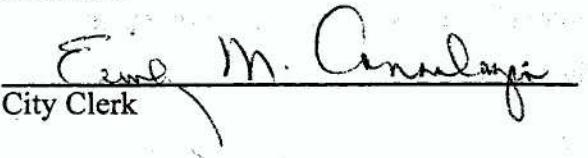
City of Wheaton, an Illinois Municipal Corporation

By: 
Mayor

Owner

By: _____

ATTEST:


City Clerk

ATTEST: