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ORDINANCE NO. F-1491

**AN ORDINANCE AUTHORIZING THE SIGNING OF AN
ANNEXATION AGREEMENT - 25W250 WARRENVILLE ROAD (AKA 25W250
PLAMONDON ROAD) - VAN VOORHIS**

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 May 10, 2010, to consider the terms and conditions of the proposed annexation agreement; and

WHEREAS, an annexation agreement dated May 17, 2010, among the City and Daniel T. Van Voorhis, Sr. ("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.

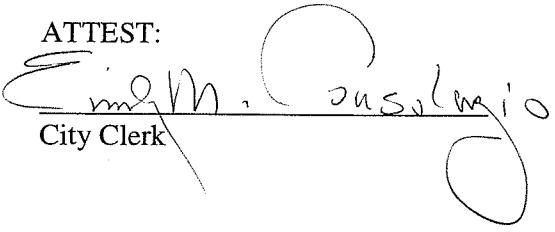
Section 2: The Annexation Agreement shall be recorded in the Office of the Recorder of Deeds, DuPage County, Illinois, at the expense of the Owners.

Section 3: All ordinances or parts of ordinances in conflict with these provisions are repealed.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

Mayor

ATTEST:


Emily M. Consalvo
City Clerk

Roll Call Vote

Ayes: Councilman Mouhelis
Mayor Gresk
Councilman Prendiville
Councilman Scalzo
Councilman Suess
Councilwoman Corry
Councilman Levine

Nays: None

Absent: None

Motion Carried Unanimously

Passed: June 7, 2010
Published: June 8, 2010

EXHIBIT A

THAT PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST $\frac{1}{2}$ OF SECTION 20 WITH THE CENTER LINE OF THE PUBLIC HIGHWAY KNOWN AS WARRENVILLE ROAD, AND RUNNING THENCE NORTH 64 DEGREES EAST ALONG THE CENTER LINE OF SAID ROAD, 1,136.3 FEET TO AN ANGLE POINT IN SAID CENTER LINE; THENCE NORTH 62 DEGREES EAST ALONG THE CENTER LINE, 43.0 FEET; THENCE NORTH 41 DEGREES 58 MINUTES WEST 34 FEET TO AN IRON PIPE STAKE ON THE NORTHERLY LINE OF SAID WARRENVILLE ROAD FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTH 41 DEGREES 58 MINUTES WEST 284.6 FEET TO AN IRON PIPE STAKE IN THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE CHICAGO, AURORA AND ELGIN RAILWAY; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT HAVING A RADIUS OF 1,533 FEET (AND ALONG SAID RIGHT OF WAY LINE) FOR A DISTANCE OF 248.9 FEET TO AN IRON PIPE STAKE IN SAID RIGHT OF WAY LINE; THENCE SOUTH 48 DEGREES 40 MINUTES EAST 367.75 FEET TO SAID NORTHERLY LINE OF WARRENVILLE ROAD; THENCE SOUTH 62 DEGREES 0 MINUTES WEST ALONG SAID LINE, 300.03 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 05-20-403-005

The subject property is commonly known as 25W250 Warrenville Road (AKA 25W250 Plamondon Road), Wheaton, IL 60189.

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ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT ("Agreement"), made and entered into this 17th day of May, 2010 among the City of Wheaton, Illinois, an Illinois corporation, located in DuPage County, State of Illinois ("City"), and Daniel Thomas Van Voorhis, as Trustee of the Daniel Thomas Van Voorhis Revocable Living Trust dated March 23, 2006 ("Owner").

WITNESSETH

WHEREAS, Owner is the owner of record of fee title to the real estate consisting of approximately 2.44 acres, as legally described on the Plat of Annexation attached to and made a part of this Agreement as Exhibit "A" ("Subject Property").

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

WHEREAS, it is the desire of Owner that all of the Subject Property be annexed to the City under the terms and conditions of this Agreement; and

WHEREAS, Owner desires to connect to City water; and

WHEREAS, the City has concluded that annexation of the Subject Property under the terms and conditions of this Agreement 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, 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 requested zoning classification of R-1 Residential District; and

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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 Illinois Constitution.

2. PETITION TO ANNEX. Owner has filed with the Clerk of the City, a petition pursuant to the provisions of Section 7-1-8 of the Illinois Compiled Statutes [65 ILCS 5/7-1-8 (1998 State Bar Association Edition)], conditioned upon the signing of this Agreement, to annex the Subject Property to the City, a copy of which is attached as Exhibit "B". 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 the 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 Map which is part of the Zoning Ordinance of the City and the Comprehensive Plan of the City, zoning and classifying the Subject Property in the R-1, Residential District.

5. CONNECTION TO THE CITY WATER SYSTEM. Within one year of the date of this agreement, Owner shall connect the dwelling unit located on the Subject Property to the water main of the City located on Plamondon Road in accordance with City Code. Owner shall pay all City permit and connection fees in full force and effect, pursuant to the City Code, at the

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time of the connection of the Subject Property to the water main and shall abandon and seal the existing well in accordance with Section 74-233 of the Wheaton City Code.

6. CONNECTION TO PUBLIC SANITARY SEWER. Within one year of the date of this agreement, Owner shall, at its expense, install an eight (8) inch PVC sanitary sewer line along Plamondon Road from its current terminus on the north side of Plamondon Court to the southwest corner of the Subject Property, in conformity with the preliminary engineering plans attached hereto as Exhibit "C" ("Engineering Plans") and applicable provisions of the city Code. The City shall permit Owner to install the sanitary line across Plamondon Court through the use of an open trench, as long as access to the properties on Plamondon Court is maintained. Upon completion of the sewer line by Owner and the City's approval and acceptance thereof, Owner shall connect the dwelling unit on the Subject Property to the public sanitary sewer, in compliance with the permit therefore duly issued by the City pursuant to Owner's application.

7. 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.

8. SIDEWALK CONTRIBUTION. Owner shall not be required to install a public sidewalk along Plamondon Road adjacent to the Subject Property or install or upgrade any other public improvements within or adjacent to Plamondon Road, except as otherwise expressly provided in this Agreement. At the time of annexation of the Subject Property, the Owner shall pay the City a public sidewalk contribution in the amount of ten thousand dollars (\$10,000.00) in lieu of constructing a public sidewalk along Plamondon Road adjacent to the Subject Property.

9. ANNEXATION AND PERMIT FEES. The amount of the permit, license, tap-on or connection fees imposed by the City which are applicable to or required to be paid by the Owner or successor Owners, contractors, subcontractors, material men, or others performing work or supplying materials in connection with the development or construction of improvements on the

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Subject Property shall be the amount or rate of said fees in effect at the time of application for same.

10. WHEATON PARK DISTRICT ANNEXATION. Owners agrees to annex, pursuant to Statute, the Subject Property to the Wheaton Park District within one (1) year from the date of this Agreement, if not already annexed.

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

12. AMENDMENT OF ANNEXATION AGREEMENT. This Annexation Agreement, and any exhibit attached hereto, may be amended pursuant to the provisions of Chapter 6 of the City Code.

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

14. 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.

15. ADDRESSES. Following the annexation of the Subject Property to the City, the Subject Property shall be known as and use the address of 701 Plamondon Road.

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

17. INDEMNIFICATION. Owner 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. Owner shall indemnify and hold the City harmless from all causes of action, suits, judgments, settlements, legal fees, and all other costs

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which may be incurred by the City as a result of the aforesaid negligence. Owner shall provide the City with certificates of insurance as required by any Subdivision Improvement Agreement hereafter entered between the City and Owner.

18. BINDING EFFECT. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrator, assigns, successors, and grantees.

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:

A. If to Owner: Daniel T. Van Voorhis, Sr.
2015 Spring Road
Suite 600
Oak Brook, IL 60523

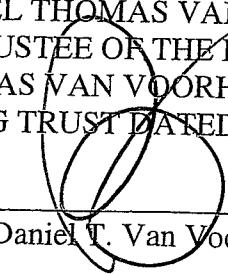
B. If to City: City of Wheaton
City Clerk
303 W. Wesley Street
Wheaton, IL 60187

20. RECORDING. This Agreement shall be recorded in the Office of the Recorder of Deeds, DuPage County, Illinois at the expense of Owner.

IN WITNESS WHEREOF, the Corporate authorities and Owner have hereunto set their hands and seals, and have caused this instrument to be executed by their duly authorized officials and the Corporate seal attached here, all on the day and year first above written.

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OWNER:

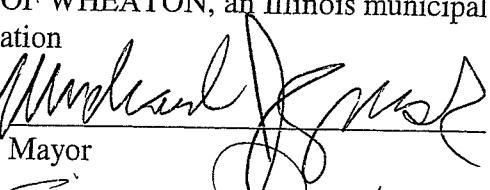
DANIEL THOMAS VAN VOORHIS,
AS TRUSTEE OF THE DANIEL
THOMAS VAN VOORHIS REVOCABLE
LIVING TRUST DATED MARCH 23, 2006

By: 

Daniel T. Van Voorhis, Sr., Trustee

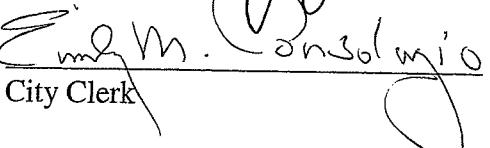
CITY:

CITY OF WHEATON, an Illinois municipal
corporation

By: 

Michael J. Busek

Mayor

Attest: 

Emily M. Donzelmi

City Clerk

STATE OF ILLINOIS)
) ss
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Daniel T. Van Voorhis, Sr., personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 23rd day of June, 2010.

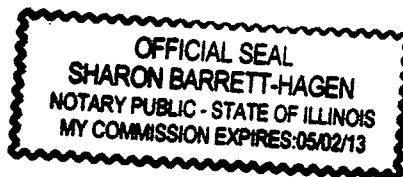
John M. C.
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael J. Gnesk, Mayor, and Emily Consalazio, City Clerk, of the City of Wheaton, an Illinois municipal corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instruments as such Mayor and City Clerk, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said City Clerk then and there acknowledged that he, as custodian of the records of the corporation, did affix the corporate seal of said corporation to said instrument as her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 9th day of June, 2010.

Shawn Bennett Hagan
Notary Public



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SCHEDULE OF EXHIBITS

EXHIBIT "A": Plat of Annexation/Legal Description of Subject Property

EXHIBIT "B": Petition for Annexation

EXHIBIT "C": Engineering Plans



EXHIBIT "A"

PLAT OF ANNEXATION/LEGAL DESCRIPTION OF SUBJECT PROPERTY

(See following 1 page)

PLAT OF ANNEXATION
TO THE CITY OF WHEATON

PJN, 05-20-403-005

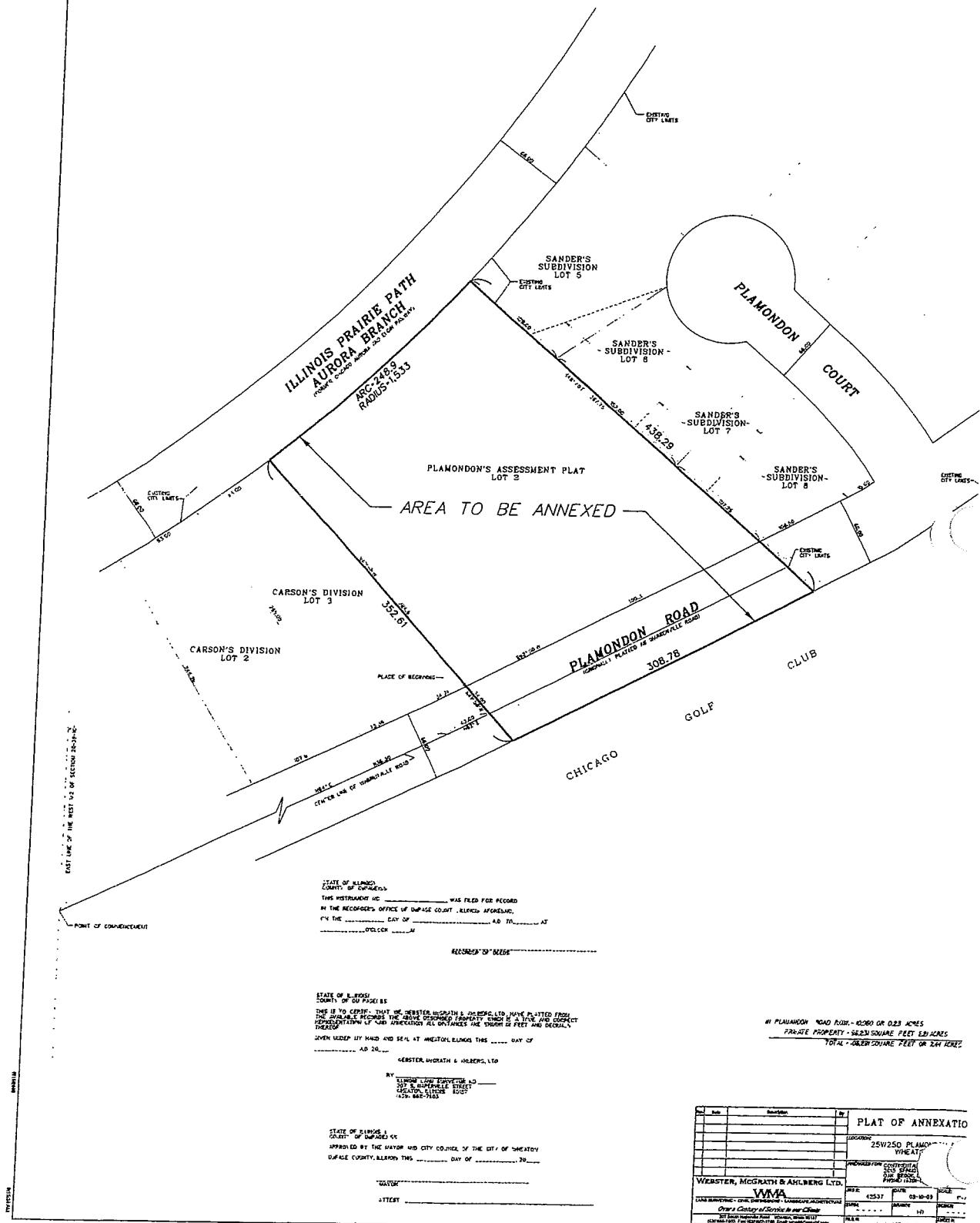


EXHIBIT "B"

PETITION FOR ANNEXATION

(See following 3 pages)

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STATE OF ILLINOIS
COUNTY OF DU PAGE

To: Mayor and City Council
City of Wheaton, Illinois

PETITION FOR ANNEXATION

The undersigned, as owner of record of the property described in Exhibit "A" attached hereto and pursuant to Sections 5/7-1-8 of Chapter 65 of the Illinois Compiled Statutes (2008 ed.), respectfully represents unto the Mayor and City Council of the City of Wheaton ("City") as follows:

1. That the undersigned are the owner of record of the real estate legally described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter sometimes referred to as "Subject Property").
2. That the Subject Property constitutes a contiguous tract of land.
3. That the Subject Property is not within the corporate limits of any municipality.
4. That the Subject Property is within an unincorporated area of DuPage County but is contiguous to the existing corporate limits of the City.
5. That there are no electors residing on the Subject Property.
6. That the undersigned constitutes the sole owner of record of the Subject Property.
7. That the undersigned is desirous of annexing the Subject Property to the City, provided that prior to annexation of the Subject Property a certain annexation agreement is executed by and between the undersigned and the City, pursuant to the provisions of Section 5/11-15.1, et seq., of Chapter 65, of the Illinois Compiled Statutes (2008 ed.), which annexation agreement shall encompass and pertain to the entirety of the Subject Property.
8. That prior to the annexation of the Subject Property to the City, the undersigned shall submit to the City a plat of annexation depicting and legally describing the Subject Property.
9. That the undersigned hereby authorizes Henry Stillwell, as attorney for Owner, or such other person or persons as may from time to time be designated in writing by the undersigned, to proceed with all necessary and appropriate meetings and public hearings before the corporate authorities of the City for the purpose of effectuating the purpose of this Petition.

WHEREFORE, the undersigned pray as follows:

1. That the corporate authorities of the City will hold such public hearings as are required by law.
2. That the corporate authorities of the City will enter into a certain Annexation Agreement herewith submitted by the undersigned record owner of the Subject Property.
3. That upon execution of said Annexation Agreement by the undersigned record owner of the Subject Property and the City, and only in the event said Annexation Agreement is mutually agreed upon and so executed, and upon the submission by the undersigned and approval by the City of the aforesaid plat of annexation, to annex the Subject Property to the City all in compliance with such statutes and ordinances as are required by law.

OWNER:

Daniel Thomas Van Voorhis, as Trustee of
the Daniel Thomas Van Voorhis Revocable
Living Trust dated March 23, 2006

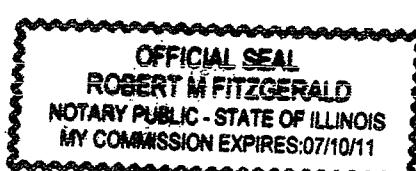
By:

Daniel T. Van Voorhis, Sr., Trustee

STATE OF ILLINOIS)
) ss
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Daniel T. Van Voorhis, Sr., personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28th day of February 2010.




Notary Public

EXHIBIT "A"LEGAL DESCRIPTION OF SUBJECT PROPERTY

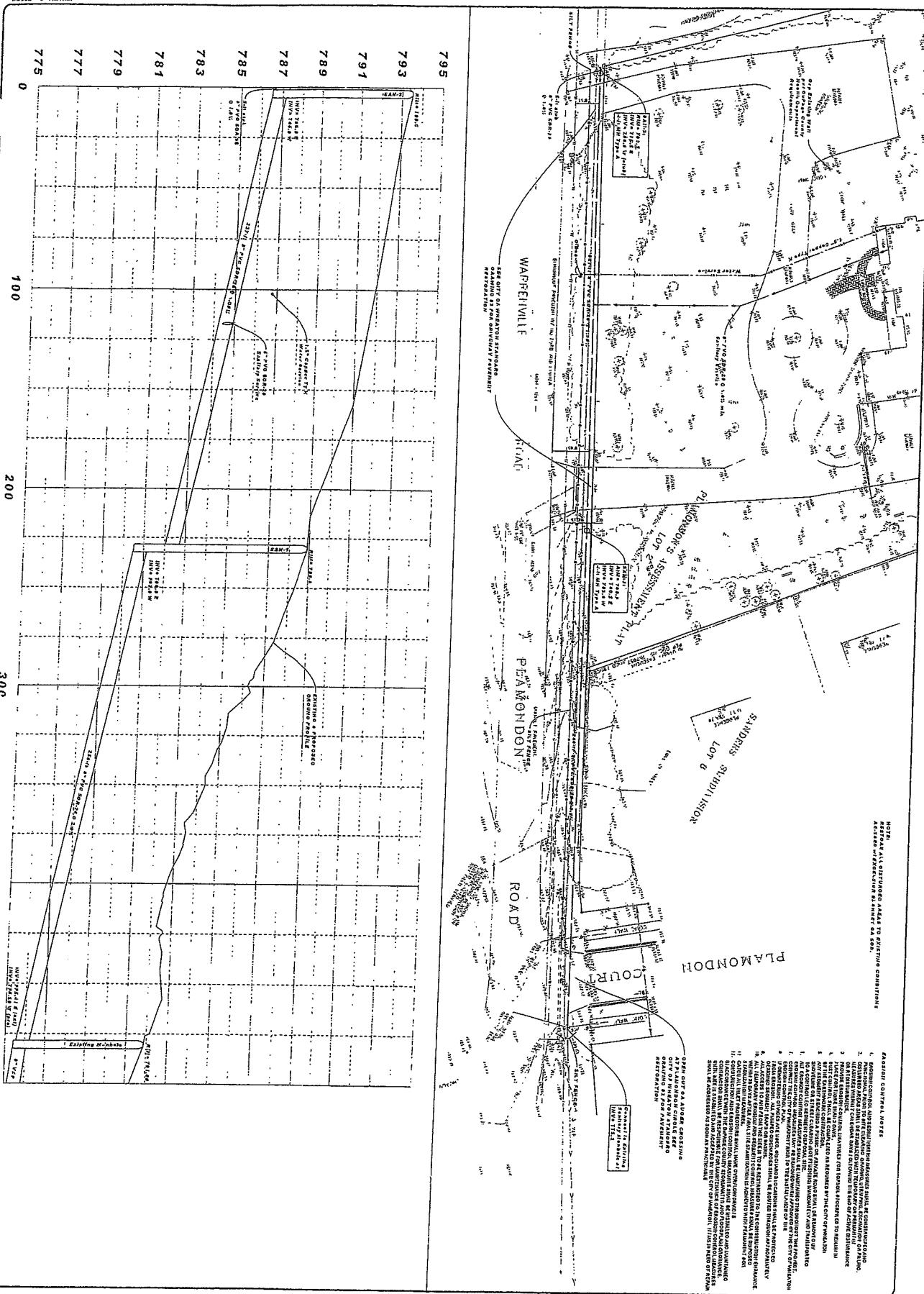
THAT PART OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF SAID SECTION 20 WITH THE CENTER LINE OF THE PUBLIC HIGHWAY KNOWN AS WARRENVILLE ROAD, AND RUNNING THENCE NORTH 64 DEGREES EAST ALONG THE CENTER LINE OF SAID ROAD, 1,136.3 FEET TO AN ANGLE IN SAID CENTER LINE; THENCE NORTH 62 DEGREES EAST ALONG THE CENTER LINE, 43.0 FEET; THENCE NORTH 41 DEGREES 58 MINUTES WEST 34.0 FEET TO AN IRON PIPE STAKE ON THE NORTHERLY LINE OF SAID WARRENVILLE ROAD FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTH 41 DEGREES 58 MINUTES WEST 284.6 FEET TO AN IRON PIPE STAKE IN THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE CHICAGO, AURORA AND ELGIN RAILWAY; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT HAVING A RADIUS OF 1,533 FEET (AND ALONG SAID RIGHT OF WAY LINE) FOR A DISTANCE OF 248.9 FEET TO AN IRON PIPE STAKE IN SAID RIGHT OF WAY LINE; THENCE SOUTH 48 DEGREES 40 MINUTES EAST 367.75 FEET TO SAID NORTHERLY LINE OF WARRENVILLE ROAD; THENCE SOUTH 62 DEGREES 0 MINUTES WEST ALONG SAID LINE, 300.3 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

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EXHIBIT "C"

ENGINEERING PLANS

(See following 3 pages)



PLAMONDON ROAD
SANITARY SEWER EXTENSION

Prepared For
CONTINENTAL COMMUNITIES LLC



