

ORDINANCE NO. F-1759

AN ORDINANCE AUTHORIZING THE SIGNING OF AN ANNEXATION AGREEMENT – 1S751 HAWTHORNE LANE - GOLDSBOROUGH

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 ("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 January 27, 2014 to consider the terms and conditions of the proposed Annexation Agreement; and

WHEREAS, an annexation agreement dated February 3, 2014, among the City and Robert and Katy Goldsborough ("Owners"), 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.

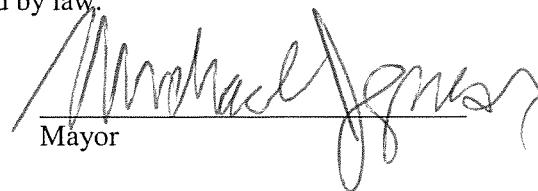
NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Wheaton, DuPage County, Illinois, pursuant to its home rule powers, as follows:

Section 1: The Mayor of the City is authorized to sign (and the City Clerk is directed to attest to the signature of the Mayor) the Annexation Agreement between the City of Wheaton and Robert and Katy Goldsborough. 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.

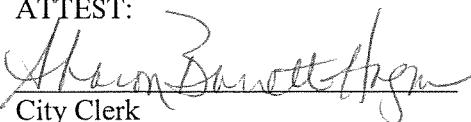
Section 3: All ordinances or parts of ordinances in conflict with these provisions are repealed.

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:



Aaron Bennett
City Clerk

Roll Call Vote

Ayes:

Councilman Suess
Councilman Prendiville
Councilman Rutledge
Councilman Saline
Mayor Gresk
Councilwoman Pacino Sanguinetti
Councilman Scalzo

Nays: None

Absent: None

Motion Carried Unanimously

Passed: February 3, 2014
Published: February 4, 2014

EXHIBIT A

THE SOUTH 440.06 FEET OF THE FOLLOWING DESCRIBED PARCEL OF LAND: THE
WESTERLY 275.04 FEET (AS MEASURED FORM THE EAST LINE OF HAWTHORNE LANE) OF
LOTS 5, 4, 3 AND THE NORTHERLY 22.5 FEET OF LOT 2 OF OWNERS PLAT OF PART OF THE
WEST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 10, EAST OF
THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED
FEBRUARY 26, 1920 AS DOCUMENT 146698 (EXCEPT THAT PART THEREOF, IF ANY,
FALLING IN HUNTERS GLEN RECORDED AS DOCUMENT R95-040796) (EXCEPT FROM SAID
LOTS 2, 3, 4 AND 5, THE WESTERLY 49.5 FEET KNOWN AND USED AS HAWTHORNE LANE),
TOGETHER WITH THAT PART OF SAID WEST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ DESCRIBED BY
BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2 AND RUNNING THENCE
EASTERLY ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 42 FEET TO A LINE
DRAWN PARALLEL WITH AND 275.0 FEET EAST OF THE EAST LINE OF HAWTHORNE
LANE, SAID LINE BEING THE WEST LINE OF SAID LOT 9 IN HUNTERS GLEN RECORDED AS
DOCUMENT R95-040796; THENCE SOUTHERLY ALONG SAID LINE, 22.5 FEET; THENCE
WESTERLY PARALLEL WITH SAID SOUTH LINE OF LOT 3, 42.0 FEET TO THE EAST LINE OF
SAID LOT 2; THENCE NORTHERLY ALONG SAID EAST LINE, 22.5 FEET TO THE POINT OF
BEGINNING, IN DU PAGE COUNTY, ILLINOIS.

P.I.N. 05-21-302-013; -014; -015; -018, -034; -035

The subject property is commonly known as 1S751 Hawthorne Lane, Wheaton, IL 60189.

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT ("Agreement"), made and entered into this 3rd day of February, 2014 among the City of Wheaton, Illinois, an Illinois corporation, located in DuPage County, State of Illinois ("City"), and Robert and Katy Goldsborough ("Owner").

WITNESSETH

WHEREAS, the Owner has an interest in or controls the real estate comprised of a parcel of property approximately 2.77 acres in size, a description of which is set forth on the Plat of Annexation, marked as Exhibit "A", which is attached to and made a part of this Agreement (the real estate will hereafter be referred to in its entirety as "Subject Property").

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

WHEREAS, it is the desire of the 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 sanitary sewer lines; 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 law; and

WHEREAS, the City has had such hearings and heard such testimony as prescribed by law with respect to the annexation and requested 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, together with other good and valuable consideration, the receipt of which the parties acknowledge, 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. The 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], conditioned upon the signing of this Agreement, to annex the Subject Property to the City. The petition is attached to, and incorporated in, this Agreement as Exhibit "B". This Agreement in its entirety, together with the 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 passage of the ordinance authorizing 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. PLAT OF CONSOLIDATION. The Plat of Consolidation titled Hawthorne Lane Plat of Consolidation, prepared by Daniel Sytsma, an Illinois Professional Land Surveyor, dated January 31, 2014, attached as Exhibit C and made a part hereof, is hereby approved. The Mayor is authorized to sign the approval form on said Plat of Consolidation and the City Clerk is authorized and directed to attest to the signature of the Mayor.

6. CONNECTION TO THE CITY WATER SYSTEM. Owner shall connect the existing single family home on the Subject Property (“Existing Dwelling”) to the water main of the City located to the east of the Subject Property in the Hunters Glen Subdivision in accordance with City Code and such connection to City water shall occur within one (1) year of the date of this Agreement. 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 Existing Dwelling to the water main. The Owner shall abandon all equipment connected to the existing well servicing the Existing Dwelling upon connection to the City’s water system. The water main connection and abandonment of the existing well shall be approved by the Director of Engineering.

7. SANITARY SEWER FACILITIES. Owner shall connect the Existing Dwelling to the sanitary sewer main of the City located to the east of the Subject Property in the Hunters Glen Subdivision in accordance with City Code and shall decommission the existing septic system within one (1) year of the date of this Agreement. 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 Existing Dwelling to the sanitary sewer main. 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 the City. The sanitary sewer main connection shall be approved by the Director of Engineering.

8. FUTURE WATER MAIN EXTENSION. Owner shall, in recognition of the future potential for further subdivision of the Subject Property, establish a twenty foot (20') Public Utility Easement along the east property line of the Subject Property as set forth on the Plat of Consolidation.

9. FUTURE SANITARY SEWER MAIN EXTENSION. Owner shall, in recognition of the future potential for further subdivision of the Subject Property, establish a twenty foot (20') Public Utility Easement along the east property line of the Subject Property as set forth on the Plat of Consolidation.

10. ADDRESS. Following the annexation of the subject property to the City, the subject property will be known as 1671 Hawthorne Lane.

11. STOP ORDERS. The City reserves the right to terminate and stop all activities at the job site, with written notice, to correct a situation which presents a direct hazard to the public health, safety, and welfare. Any such stop work order shall be issued in accordance with the provisions of the Wheaton city Code and adopted Building Codes.

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

13. WHEATON PARK DISTRICT ANNEXATION. The City customarily requires all newly annexed properties to annex to the Wheaton Park District within one (1) year of the

date of an Annexation Agreement, pursuant to Statute. However, because the Subject Property already lies inside the boundaries of the Wheaton Park District, the City and the Owner agree that no such action is necessary.

14. 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.

15. 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.

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

17. 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.

18. 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.

19. INDEMNIFICATION. Owner shall indemnify and hold the City harmless from all injuries to persons and property which arise due to the actions of the Owner, 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 which may be incurred by the City as a result of its actions and conduct. Owner shall provide the City with

certificates of insurance as required by any Subdivision Improvement Agreement hereafter entered between the City and Owner.

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

21. 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. **Robert and Katy Goldsborough**
1S751 Hawthorne Lane
Wheaton, IL 60189

B. **City of Wheaton**
City Clerk
City of Wheaton
303 West Wesley Street
Wheaton, IL 60189-0727

22. 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.

CITY:

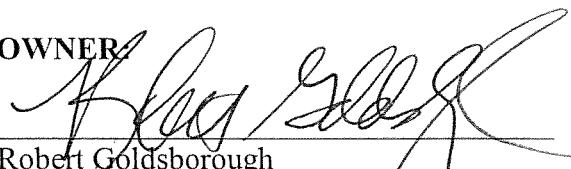
By: 

MAYOR

Attest: 

CITY CLERK

OWNER:


Robert Goldsborough

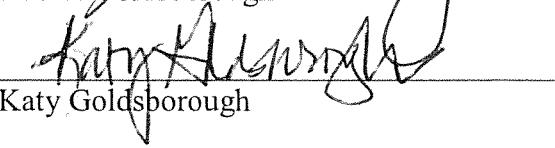

Katy Goldsborough

EXHIBIT A

PLAT OF ANNEXATION

PIN'S
05-21-302-013
05-21-302-014
05-21-302-015
05-21-302-018
05-21-302-034
05-21-302-035

PLAT OF ANNEXATION
TO THE CITY OF WHEATON

FOR RECORDED USE

CHICAGO GOLF CLUB

HAWTHORNE LANE

PART LOT 5
PIN 05-21-302-013

HEREBY ANNEXED

SOUTH LINE OF LOT 5 OF OWNERS PLAT
NORTH LINE OF LOT 4 OF OWNERS PLAT
OWNERS PLAT
DIN 05-21-302-014
LOT 4

PIN 05-21-302-015

SOUTH LINE OF LOT 4 OF OWNERS PLAT

336 87

PIN 05-21-302-034

10.1007/s00339-006-0250-2

PT LOT 2

275.04 589.17.50

STATE OF ILLINOIS

THIS INSTRUMENT NO. _____ WAS FILED FOR
RECORD IN THE RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS, AFORESAID.

AREA TO BE ANNEXED

STATE OF ILLINOIS
COUNTY OF DU PAGE 55

BY: MATCA

Date	Description	No.	PLAT OF ANNEXATION				
			LOCATION PT OF LOTS 3 & 5 OWNERS PLAT HAWTHORNE LANE				
			PREPARED FOR ICE OF GLENWOOD SPRINGS HAWTHORNE LANE HEATH, E. 1989				
WILBRETT, MCGRAHAM & ANHLBORG LTD.			DATE	PLAT	SCROLL	RECEIVED	FILED
WMA			1989	100-10001			
WILBRETT, MCGRAHAM & ANHLBORG LTD. ONE COPY OF PLAT FOR RECORD ONE COPY OF PLAT FOR RECORD ONE COPY OF PLAT FOR RECORD ONE COPY OF PLAT FOR RECORD			PLAT	DEED	DEED	RECEIVED	FILED
			PLAT	PLAT	PLAT	RECEIVED	FILED

EXHIBIT B

PETITION FOR ANNEXATION

CITY OF WHEATON
PETITION FOR ANNEXATION

To: THE WHEATON CITY COUNCIL

Petitioners on oath states as follows:

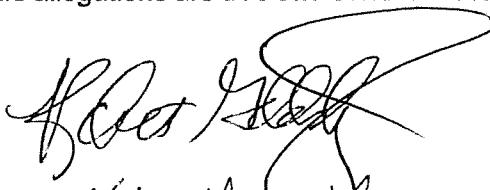
1. That they are the owners of record of all of the land within the property described herein.
2. That (they are the only) or (there are other) electors residing thereon. (Circle the appropriate answer).
3. That no portion of the property is within the corporate limits of any municipality.
4. That the property which petitioners desire to have annexed to the City of Wheaton is described as follows:

See ATTACHED LEGAL DESCRIPTION

5. That this petition shall be in full force and effect from and after the date hereof and until the property is contiguous and annexed to the City of Wheaton.

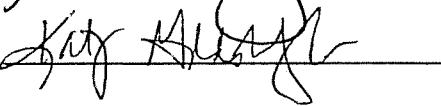
WHEREFORE, the applicant petitions that the property be annexed by ordinance to the City of Wheaton, Illinois, in accordance with the appropriate statutes.

The undersigned on oath states that he/she has read the foregoing petition for annexation, has knowledge of the allegations contained therein, and that said allegations are true and correct to the best of his/her knowledge.

Date: _____ 20 _____. 

Owner(s) of record of said property

Name: ROBERT KATY GOLDSBOROUGH

Signature: 

Address: FLWTHORNE LANE, WHEATON

Tel. No.: _____

Fax No.: _____

Elector(s) residing on said property

Name: ROBERT GOLDSBOROUGH

Name: _____

Subscribed and sworn before me this 25 day of September 20 13.

Sara Bemer
Notary Public



EXHIBIT C

PLAT OF CONSOLIDATION

