

**ORDINANCE NO. F-1767**

**AN ORDINANCE AUTHORIZING THE SIGNING OF AN  
ANNEXATION AGREEMENT - 2S429 WIESBROOK ROAD - BROWN**

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 February 24, 2014 to consider the terms and conditions of the proposed Annexation Agreement; and

WHEREAS, an annexation agreement dated March 3, 2014, among the City and Eric and Lesley Brown ("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:

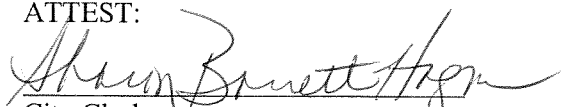
Section 1: The Mayor of the City is authorized to sign (and the City Clerk is directed to attest to the signature of the Mayor) the Annexation Agreement between the City of Wheaton and Eric and Lesley Brown. A copy of the Annexation Agreement is on file in the Office of the City Clerk and is incorporated into this ordinance by this reference as though fully set forth herein.

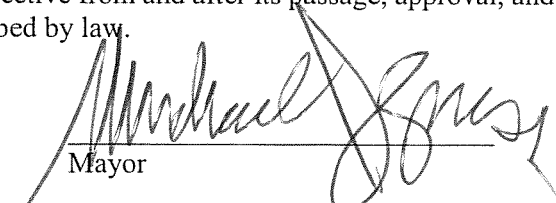
Section 2: The Annexation Agreement shall be recorded in the Office of the Recorder of Deeds, DuPage County, Illinois, at the expense of the Owners.

Section 3: All ordinances or parts of ordinances in conflict with these provisions are repealed.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

  
Mayor

Roll Call Vote

Ayes:	Councilman Scalzo Councilman Suess Councilman Prendiville Councilman Rutledge Councilman Saline Mayor Gresk Councilwoman Pacino Sanguinetti
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Nays: None

Absent: None

Motion Carried Unanimously

Passed: March 3, 2014  
Published: March 4, 2014

**EXHIBIT A**

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED BY COMMENCING AT THE NORTH DIVISION CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 30 AND RUNNING THENCE SOUTH 85 DEGREES 55 MINUTES WEST ALONG THE QUARTER SECTION LINE, 2661.0 FEET TO THE CENTER LINE OF THE PUBLIC HIGHWAY KNOWN AS WIESBROOK ROAD; THENCE SOUTH 35 DEGREES 22 MINUTES 30 SECONDS WEST ALONG SAID CENTER LINE, 196.28 FEET TO THE SOUTHWEST CORNER OF THE SCHOOL LOT FOR A PLACE OF BEGINNING; THENCE NORTH 85 DEGREES 55 MINUTES EAST ALONG THE SOUTH LINE OF SAID SCHOOL LOT, 626.71 FEET TO THE WESTERLY LINE OF THE KAMMAS (FORMERLY CASSEL) PROPERTY; THENCE SOUTH 3 DEGREES 49 MINUTES WEST ALONG SAID WEST LINE 131.24 FEET; THENCE SOUTH 85 DEGREES 55 MINUTES WEST PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER, 715.67 FEET TO THE CENTERLINE OF SAID WIESBROOK ROAD; THENCE NORTH 35 DEGREES 22 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE, 168.37 FEET TO THE PLACE OF BEGINNING, IN DU PAGE COUNTY, ILLINOIS.

P.I.N. 05-30-301-002

The subject property is commonly known as 2S429 Wiesbrook Road, Wheaton, IL 60189.



## ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT, made and entered into this 3rd day of March, 2014 among the City of Wheaton, Illinois, an Illinois corporation, located in DuPage County, State of Illinois ("City"), and Eric and Lesley Brown ("Owner").

### WITNESSETH

WHEREAS, the Owner has an interest in or controls the real estate comprised of a parcel of property approximately 1.88 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, the Owner desires to construct a single-family residence on the Subject Property substantially in accordance with and pursuant to the preliminary plan prepared by Engineering Resource Associates, dated January 7, 2014, hereinafter referred to as "Site Plan" which is attached to and incorporated into this Agreement as Exhibit "B"; 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 "C". 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 the complete signing 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 zoning district.

5. **SANITARY SEWER FACILITIES.** The Owner shall make arrangements with the Wheaton Sanitary District for connection of the new single family residence on the Subject Property to the sewer main of the District located within an easement west of the Wiesbrook Road right-of-way. Owners shall pay all 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 sewer main. The Owners shall abandon the existing septic system servicing the property upon connection to the sewer main, in accordance with the requirements of the DuPage County Health Department.

6. **STORM WATER FACILITIES.** The Owner agrees to design and construct suitable storm water facilities for the Subject Property which comply with the requirements and standards contained in Chapter 34 of the Wheaton City Code and all other applicable Federal, State, and local statutes and ordinances governing stormwater management.

7. **WATER FACILITIES.** The Owner shall connect the new single family residence on the Subject Property to the water main of the City located within the Wiesbrook Road right-of-way in accordance with City Code. 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 water system, in accordance with the requirements of the DuPage County Health Department .

**8. BUILDING PLANS.** The Owner shall be required to submit to the City, plans for the new single-family residence to be constructed on the Subject Property. A building permit must be obtained and the appropriate permit fee paid as required by the Wheaton City Code.

**9. 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.

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

**11. TREE PRESERVATION.** Prior to the issuance of a Site Development Permit, the Owner shall comply with the Tree Preservation requirements as set forth in Section 6.11 of the Wheaton Zoning Ordinance, subject to the provisions of the Site Plans and the terms of this Agreement.

**12. 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.

**13. 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.

**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 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 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. The Owner shall provide the City with certificates of insurance as required by any Subdivision Improvement Agreement hereafter entered between the City and the Owner.

**18. BINDING EFFECT.** This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, 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. **Eric and Lesley Brown**  
26W240 Arrow Glen Court  
Wheaton, IL 60189

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

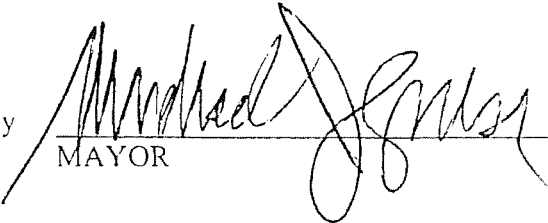
**20. RECORDING.** This Agreement shall be recorded in the Office of the Recorder of Deeds, DuPage County, Illinois at the expense of the Owner.

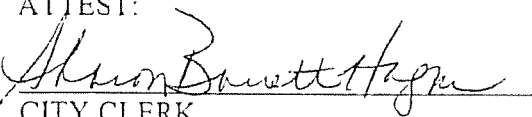
**21. CITY ADDRESS.** Following the annexation of the Subject Property to the City, the subject property will be known as 1877 South Wiesbrook Road.

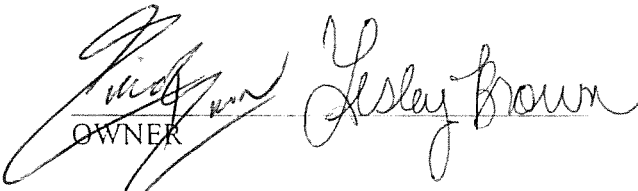
**22. DEMOLITION OF EXISTING STRUCTURE.** The demolition of the existing residence located on the Subject Property shall be authorized by this Agreement. Demolition of the existing residence, however, shall be carried out in conformance with Wheaton City Code Chapter 22, Article XIV, with the exception that the Owner shall not be required to wait 30 days prior to commencing demolition from the date of submitting a demolition permit application to the Building and Code Enforcement Department, and shall not be required to hold a “neighbor meeting” at least 30 days prior to submitting an application for building demolition. The Owner shall provide written notice to adjacent property owners prior to the building demolition.


**23. SIDEWALK.** The owner shall be permitted to construct a public sidewalk along the Wiesbrook Road frontage of the Subject Property. If at their discretion, the Owner chooses not to construct a public sidewalk along the Wiesbrook Road frontage of the Subject Property, the Owner shall pay to the City a sidewalk contribution equal to 100 percent of the cost of constructing in lieu of the installation of said public sidewalk, in accordance with Section 58-74(a) of the Wheaton City Code. The cost shall be determined by the Director of Engineering and payment of same shall be made at the time of application of a building permit.

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.

By   
MAYOR

ATTEST:  
  
CITY CLERK

  
OWNER

ATTEST:  


**EXHIBIT A**

PLAT OF ANNEXATION



**EXHIBIT B**

**SITE PLAN**



**EXHIBIT C**

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 EXHIBIT A

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.

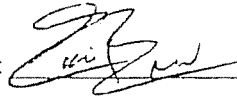
WHEREFORE, the applicant petitions that the property be annexed by ordinance to the City of Wheaton, Illinois, in accordance with the appropriate statutes

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: January 25 2014

Owner(s) of record of said property

Name: Eric Brown/Lesley Brown

Signature: 

Address: 26W240 Arrow Glen Court, Wheaton, IL 60189

Tel. No.: 630-533-0522

Fax No.: 630-668-9218

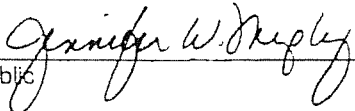
Elector(s) residing on said property

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Subscribed and sworn before me this 25<sup>th</sup> day of January 2014

Notary Public



OFFICIAL SEAL  
JENNIFER W. MURPHY  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 06/05/2016

