

**VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
MAY 20, 2014 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
Annexation Agreement for 5850 Janes Avenue	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Motion <input type="checkbox"/> Discussion Only	Tom Dabareiner, AICP Community Development Director

SYNOPSIS

An ordinance has been prepared for a voluntary annexation agreement for 5850 Janes Avenue.

STRATEGIC PLAN ALIGNMENT

The Goals for 2011-2018 identified *Exceptional Municipal Services*.

FISCAL IMPACT

N/A

UPDATE & RECOMMENDATION

The Village held a required public hearing for this item on May 13, 2014. Staff recommends approval on the May 20, 2014 Consent Agenda.

BACKGROUND

The subject property is currently unincorporated and within the Village's ultimate boundary as determined by the Village's intergovernmental agreements with the surrounding communities. These agreements identify boundary lines where the Village has subdivision review and annexation authority for unincorporated areas.

The applicant is requesting Final Plat of Subdivision approval to subdivide the single property into five lots. Although the site is within the Village's planning jurisdiction, the petitioner is working with four governmental entities for the approval of the Final Plat of Subdivision and development permits. The existing 59th Street right-of-way and road are within the Village of Woodridge, Lisle Township maintains Janes Avenue and would be responsible for the proposed 59th Street connection, while all building, street and stormwater permits are reviewed and issued by DuPage County. All development permits will be required to meet DuPage County codes and ordinances.

Currently, the single family home on the property is connected to the Village's water distribution system, but the applicant wishes to connect the four new lots to the Village's water distribution system. Because the property is not contiguous to the Village, an annexation agreement is required to connect to the Village's water system. When the properties become contiguous to the Village, they will be annexed and all applicable fire protection district taxes will be paid at that time. If the agreement is approved, the owners will be permitted to connect to the water system after paying permit and tap fees.

The annexation agreement has the following key terms:

- The developer shall connect all houses to the Village water system and pay all permit and tap fees
- Properties shall be automatically annexed into the Village once the property becomes contiguous to Village limits
- Property owners shall participate in any majority owners' petition to annex and waive their rights to object to this type of annexation petition
- The agreement runs with the land and binds all successive property owners
- Property owners shall not object to an involuntary annexation

The public hearing will be held at the regular Village Council meeting on May 13, 2014.

ATTACHMENTS

Aerial Map

Petition for Annexation

Annexation Agreement – General Noncontiguous Property

Notice of Pending Annexation Agreement

RESOLUTION _____

**A RESOLUTION AUTHORIZING EXECUTION OF
ANNEXATION AGREEMENT FOR THE PROPERTY
LOCATED AT 5850 JANES AVENUE**

WHEREAS, there has been submitted for Village Council consideration proposed Annexation Agreement for the property commonly known as 5850 Janes Avenue; and,

WHEREAS, the Village Council held a public hearing on the proposed Annexation Agreement on May 13, 2014.

NOW, THEREFORE, be it resolved by the Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the provisions of the preamble are incorporated into and made a part of this resolution.
2. That the form and substance of the proposed Annexation Agreement between the Village of Downers Grove and the owner of the property described above as submitted to this meeting with the recommendation of the Village Manager, is hereby approved.
3. That the Mayor and the Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal, and deliver the Annexation Agreement substantially in the form approved in the foregoing paragraph of this resolution. The Village Clerk shall cause a copy of this Annexation Agreement to be recorded in the Office of the Recorder of Deeds of DuPage County, at the expense of the Owners.
4. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Annexation Agreement.
5. That this resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

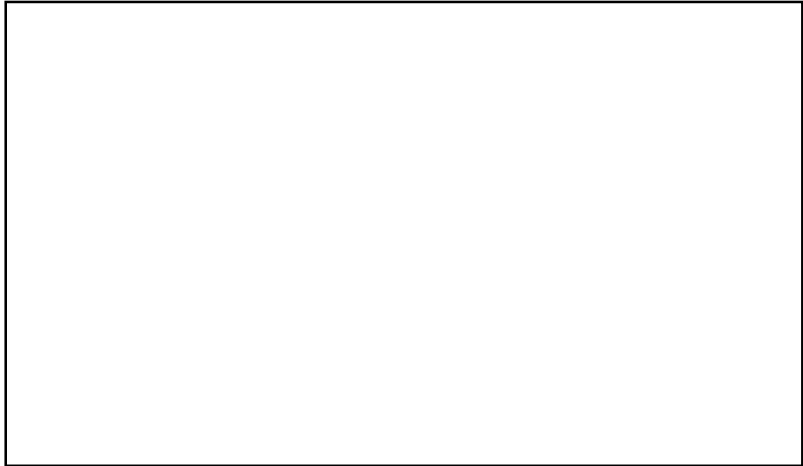
Passed:

Attest: _____

Village Clerk

ANNEXATION AGREEMENT

**GENERAL NONCONTIGUOUS
PROPERTY**



This Agreement made and entered into this ____ day of _____, 2014, by and between the Village of Downers Grove, an Illinois municipal corporation (hereinafter referred to as the "Village") and Greenscape Homes, LLC, an Illinois limited liability company (hereinafter referred to as the "Owners"),

WITNESSETH:

WHEREAS, the Owners are the owners of record of certain real estate, described as follows:

LOT 39 IN BLEMONT PARK, A SUBDIVISION OF PART OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED APRIL 22, 1992 AS DOCUMENT 155367, IN DUPAGE COUNTY, ILLINOIS.

(hereinafter referred to as the "Property"); and

WHEREAS, the parties hereto desire that the Property be annexed to the Village on the terms and under the conditions hereafter set forth; and

WHEREAS, the Property is not located within the corporate boundaries of any municipality, but is within the planning area of the Village, as established by boundary agreements with adjacent municipalities, and is not now, but someday may be, contiguous to the Village; and

WHEREAS, the parties wish to enter into a binding agreement with respect to the future annexation of the Property and to provide for various other matters related directly or indirectly to said future annexation, in accordance with the provisions of 65 ILCS 5/11-15.1-1; and

WHEREAS, the Village Council has determined that the future annexation of the Property would further the orderly growth of the Village and promote the general welfare of the Village.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms and conditions herein set forth, the Owners and the Village agree as follows:

1. The provisions of the preamble herein above set forth are hereby restated and incorporated herein by reference.

2. The Owners shall submit to the Village together with this Agreement an executed Petition for Annexation. The Owners shall pay all fees associated with this Agreement including publication fees and recording fees.

3. Upon annexation, the Owners agree to submit to the Village a Plat of Annexation in the form provided by law.

4. This Agreement shall be binding upon the Owners, as well as the Owners' successors, grantees, assigns and heirs. This Agreement shall constitute a covenant running with the land and shall be binding upon all persons taking any interest or right in the Property after the date of this Agreement is executed by the Village. Any person acquiring any rights or interest in the Property after the date of this Agreement shall be bound by the terms hereof and shall be deemed to have accepted and approved this Agreement in full.

5. If ownership of the Property or any portion thereof changes subsequent to the execution of this Agreement and prior to annexation as provided in Paragraph 7 below, the

purchasers shall submit to the Village a properly executed Petition for Annexation and an acknowledgment and acceptance of this Agreement in the form attached hereto as Exhibit 1 within thirty (30) days of acquiring such interest. It shall be the responsibility of the Owners and the purchaser to submit these items. Provided however the failure, refusal or neglect to submit these items shall in no way affect the continued validity of this Agreement or the Petition for Annexation set forth in Paragraph 2.

6. The Village shall record the Agreement in the office of the Recorder of Deeds of DuPage County. In addition, the Village shall record any petition executed by a subsequent or successor owner as provided in Paragraph 5 above.

7. The Property shall be automatically annexed into the Village once the Property becomes contiguous to the Village. The Owners, or their grantees or successors in interest, and the Village respectively agree to do all things necessary or appropriate to cause the Property to be duly and validly annexed to the Village after the Property becomes contiguous to the Village. Upon contiguity, the Village may, at any time prior to expiration of this Agreement, annex the Property. The Owners, or their grantees or successors in interest, shall assist the Village and take all actions or steps necessary, including but not limited to, preparing and executing new petitions for annexation, waivers and plats, to accomplish said annexation. The Owners, or their grantees or successors in interest, shall participate in and be required to execute either a petition for voluntary annexation filed in accordance with 65 ILCS 5/7-1-8 or a petition for court-supervised annexation filed in accordance with 65 ILCS 5/7-1-2 or 7-1-11. The Owners, or their grantees or successors in interest, waive any objection rights and shall not object to either type of petition for annexation nor to an involuntary annexation commenced by the Village pursuant to 65 ILCS 5/7-1-13.

8. Upon annexation the Owner(s), or their grantees or successors in interest, agree to reimburse the Village for their portion of the real estate taxes due and owing to the respective fire protection district in accordance with Section 705/20 of the Illinois Fire Protection Act (70 ILCS 705/20).

9. The Owners, or their grantees or successors in interest, shall connect to the Village water system, if such system is available to the Property upon payment of the water rates and connection fees in effect on the date of application for water service or submittal of this Agreement to the Village, whichever is later. The fees and costs to be paid include, but are not necessarily limited to water system capacity charge, inspection fee, recapture fee, tap fee, connection charge, meter charge, cost of a street opening permit if connection is made after completion of construction of the water mains, and the cost of for a water service line from the main to the structure, property or any private line.

10. The Owners, or their grantees or successors in interest, may elect to pay one-half of the water system connection charge in deferred payments, without interest, by means of a surcharge on metered water equivalent to the charge for water consumption. In the event the Owners, or their grantees or successors in interest, elect to pay the balance of the water system connection charge by means of a surcharge on water consumption, the Owners, or their grantees or successors in interest, shall submit a properly executed lien for unpaid service charges which shall be recorded in the office of the Recorder of Deeds of DuPage County.

11. The Owners, or their grantees or successors in interest, shall enjoy the same rights and abide by the same rules and regulations with respect to water service, availability, and usage as consumers and customers within the corporate limits of the Village. This provision includes, but is not limited to, any sprinkling bans or limitations which may be imposed by the Village.

12. The parties to this Agreement or their grantees, successors or assigns, may, in either law or equity, by suit, action, mandamus, injunction, or other proceedings in court, enforce and compel the performance of this Agreement, including suits for specific performance.

13. This Agreement may only be amended by written instruments signed by both parties.

14. The term of this Agreement shall be twenty (20) years from the date of execution hereof.

15. If any portion of this Agreement or ordinance enacted pursuant hereto shall be declared invalid, the same shall not affect the validity of this Agreement as a whole, other than the part so declared invalid.

16. This Agreement may be executed in multiple counterparts of duplicate originals or with multiple signature pages each of which shall constitute and be deemed one and the same document.

17. The undersigned Owners warrant that it constitutes all owners of the Property and that it has full authority and power to sign the Agreement and the petition submitted herewith and that it has not and will not take any action to change ownership in the Property until after this Agreement is recorded.

IN WITNESS WHEREOF this Agreement has been duly executed by whose names are subscribed below or on the signature pages attached hereto from time to time, and which pages are specifically incorporated herein.

OWNER(S)

By: _____

(print name)

By: _____

(print name)

VILLAGE OF DOWNERS GROVE

By: _____

Mayor

Attest: _____

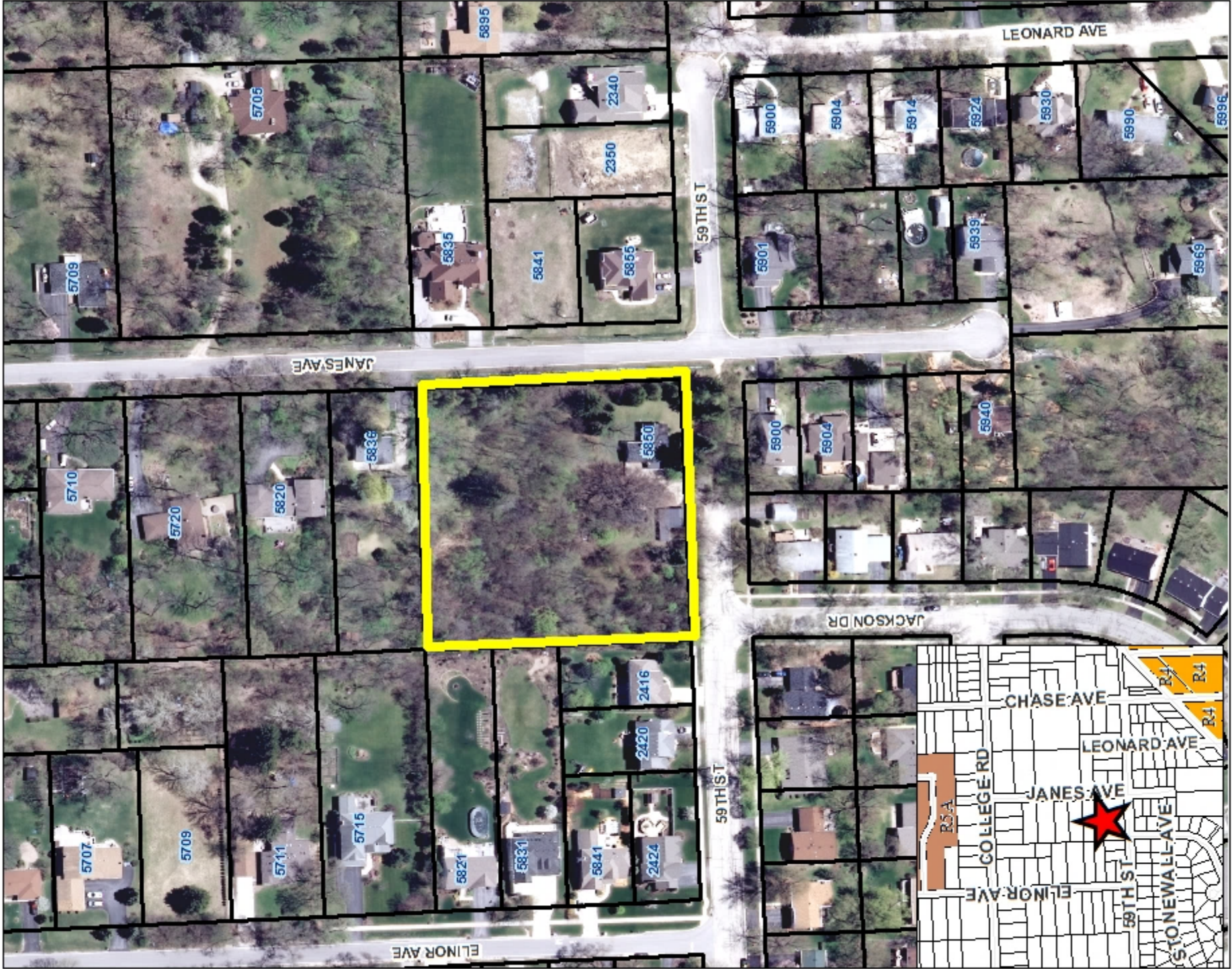
Village Clerk

I:\wp8\forms\annex\nonconti.anx (Rev 08/2004)

Subscribed and sworn to before me

this ____ day of _____, 20____.

Notary Public



5850 Janes Avenue



Feet
0 15 30 60



\$375 Processing Fee
Property Address:

**PETITION FOR ANNEXATION TO
THE VILLAGE OF DOWNERS GROVE, ILLINOIS**

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

TO : The Mayor and Village Council of the
Village of Downers Grove
801 Burlington Avenue
Downers Grove, Illinois 60515

The undersigned petitioner(s) (hereinafter referred to as the "Petitioners"), being first duly sworn on oath, hereby respectfully represent and petition as follows:

1. The Petitioners are and include (i) the owner(s) of record of all land within the territory (the "Territory") hereinafter more particularly described, to be annexed to the Village of Downers Grove, Illinois, pursuant to this Petition, and (ii) at least 51% of the electors, if any, residing in the Territory;
2. The Territory is contiguous to the Village of Downers Grove, Illinois, and is not included within the corporate limits of any municipality;
3. The Petitioner request that the Territory, more particularly described as follows to-wit:

(Insert Legal Description of Subject Property)

LOT 39 IN BELMONT PARK, A SUBDIVISION OF PART OF SECTION 13,
TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL
MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED APRIL 22,
1992 AS DOCUMENT 155367, IN DUPAGE COUNTY, ILLINOIS.

Permanent Index Number(s) (PIN): 0813111015

together with any public streets or highway adjacent to or within the Territory that have not previously been annexed to any municipality to be annexed to and become a part of the Village of Downers Grove, Illinois.

4. A plat of annexation certified by a Registered Illinois Land Surveyor and including the Permanent Index Number(s) (PIN) of the Territory has been or will be prepared and attached hereto as an exhibit.

WHEREFORE, the Petitioners respectfully request that an ordinance be adopted by the Council of the Village of Downers Grove, Illinois, annexing the Territory to said Village and that all such other proceedings be had as are required by law to effect the annexation of the Territory to the Village of Downers Grove, Illinois.

Dated: _____

Respectfully Submitted,

Owners: Greenscape Homes, LLC

[Signature], President

Mailing Address: 4355 Weaver Parkway, Suite 120
Warrenville, IL 60555

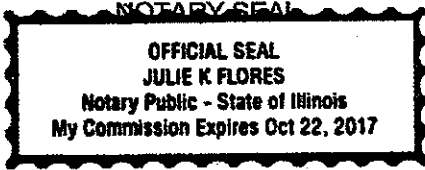
Telephone Numbers: 630-281-2050

Subscribed and sworn to before me

This 20th day of November
2013.

[Signature]

Notary Public



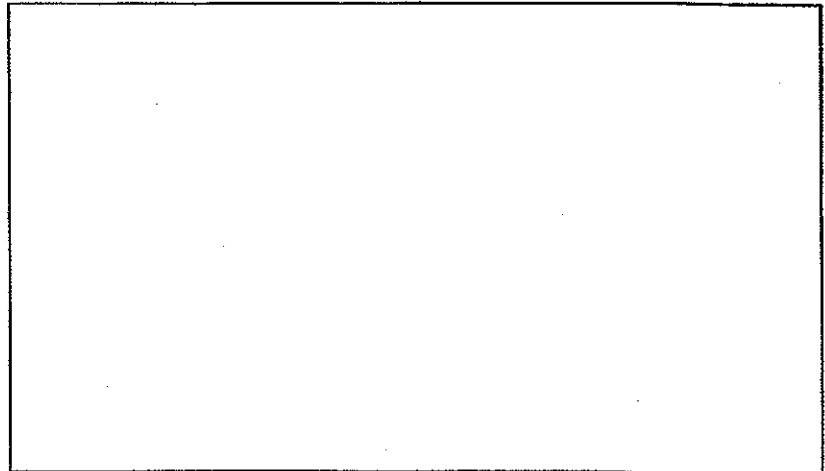
No electors

Electors (if any)

**NOTICE OF PENDING
ANNEXATION AGREEMENT**

**VILLAGE OF
DOWNERS GROVE**

Greenscape Homes, LLC



Owner(s) of the property at 5850 Janes, Downers Grove, IL, filed
with the Village of Downers Grove a Petition for Annexation and Annexation Agreement on
_____. The property shown above and the subject of the annexation petition
and agreement is legally described as follows:

LOT 39 IN BELMONT PARK, A SUBDIVISION OF PART OF SECTION 13, TOWNSHIP 38
NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO
THE PLAT THEREOF RECORDED APRIL 22, 1992 AS DOCUMENT 155367, IN DUPAGE
COUNTY, ILLINOIS.

(P.I.N.: 0813111015)

VILLAGE OF DOWNERS GROVE

By: _____
Village Clerk

OWNER(S) GREENSCAPE HOMES, LLC

By: Gary M. White
Gary M. White, President

(print name)

By: _____

Subscribed and sworn to before me

this 20th day of November, 2013

Julie K Flores
Notary Public

This document prepared by:
Village Attorney
Village of Downers Grove
801 Burlington Avenue
Downers Grove, IL 60515

