

VILLAGE OF DOWNERS GROVE
Report for the Village
9/6/2022

SUBJECT:	SUBMITTED BY:
3811 Sterling Road - Annexation Agreement	Stan Popovich, AICP Director of Community Development

SYNOPSIS

A resolution has been prepared authorizing an annexation agreement so that the property owner may obtain a Village water service at 3811 Sterling Road.

STRATEGIC PLAN ALIGNMENT

The goals for 2021-2023 include *Exceptional Municipal Services*

FISCAL IMPACT

N/A

RECOMMENDATION

Approval on the September 13th, 2022 active agenda following the public hearing.

BACKGROUND

The subject property is currently unincorporated and is not contiguous to the Village but is within the Village's extra-territorial planning jurisdiction. The property owners wish to connect to the Village's water distribution system. As such, the property owners are requesting an annexation agreement with the Village. The agreement will permit the owners to connect to the water system.

When the property becomes contiguous to the Village, it will be annexed and all applicable fire protection district taxes will be paid at that time. If the annexation agreement is approved, the owners will be permitted to connect to the water system after paying permit and tap fees.

The public hearing will be held at the regular Village Council meeting on September 6, 2022.

ATTACHMENTS

Resolution
Aerial Map
Annexation Agreement
Petition for Annexation

Annexation Agreement

RESOLUTION _____**A RESOLUTION AUTHORIZING EXECUTION OF AN
ANNEXATION AGREEMENT FOR THE PROPERTY LOCATED AT
3811 STERLING ROAD**

WHEREAS, there has been submitted for Village Council consideration proposed Annexation Agreement for the property commonly known as 3811 Sterling Road; and,

WHEREAS, the Village Council held a public hearing on the proposed Annexation Agreement on September 6, 2022.

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

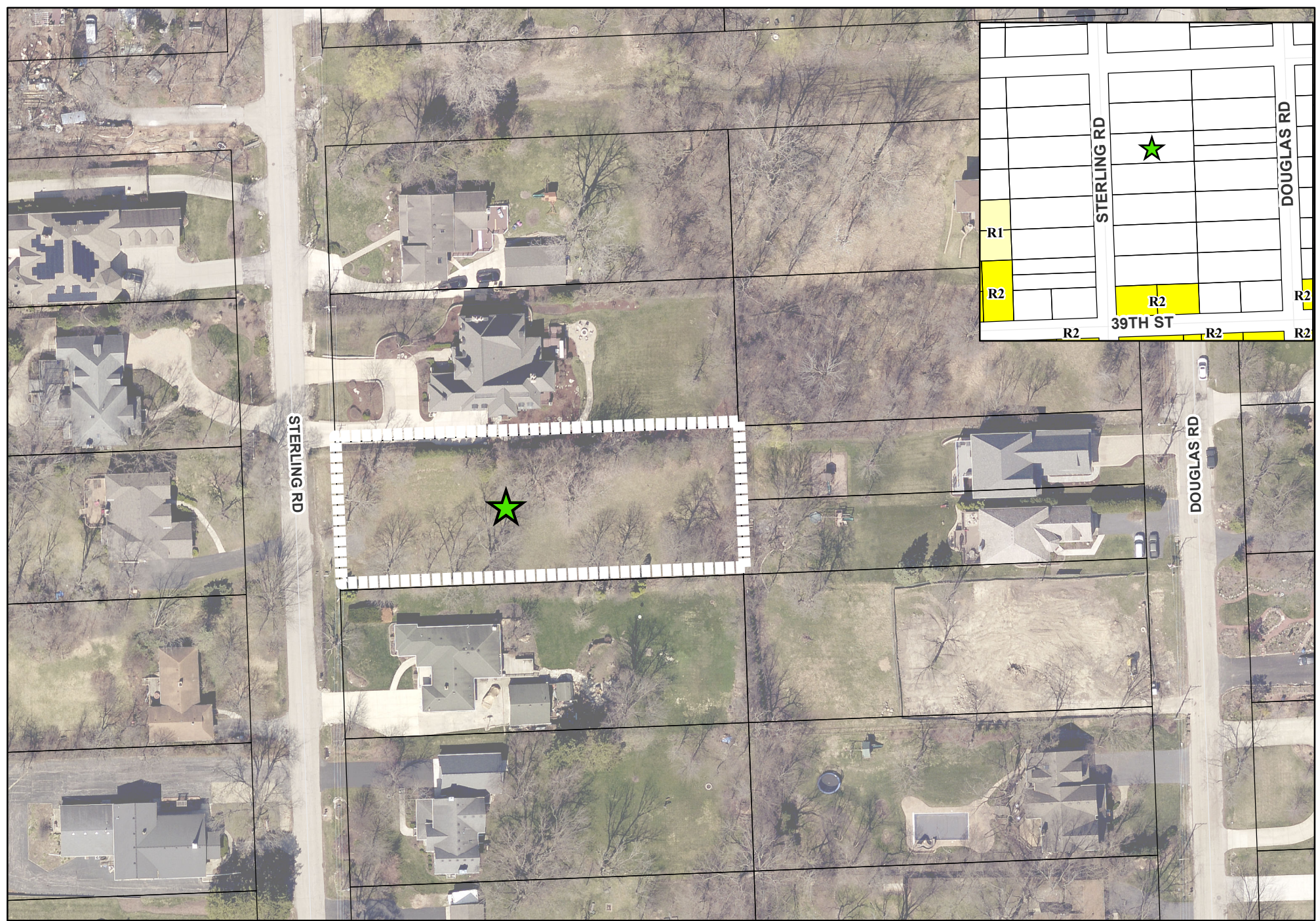
1. That the provisions of the preamble are incorporated into and made a part of this resolution.
2. That the form and substance of the proposed Annexation Agreement between the Village of Downers Grove and the owner(s) of the property described above (the "Owners") as submitted to this meeting with the 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 the 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 30 day of SEPTEMBER, 2022,
by and between the Village of Downers Grove, an Illinois municipal corporation (hereinafter
referred to as the "Village") and PETER WIERCICH
(hereinafter referred to as the "Owner"),

WITNESSETH:

WHEREAS, the Owner is the owner of record of certain real estate, described as follows:

3811 STERLING RD. DOWNERS GROVE IL 60515

PIN: 06-32-414-003

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

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

4. This Agreement shall be binding upon the Owner, as well as the Owner's successors, 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 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 thereof 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 Owner 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 4 above.

7. The Owner 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 as promptly as practicable 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 Owner, or its 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.

8. Upon annexation, the Owner shall reimburse the Village for their portion of the 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 Owner may 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 a water service line from the main to the structure, property or any private line.

10. The Owner may elect to pay one-half (1/2) 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 elect to pay the balance of the water system connection charge by means of a surcharge on water consumption, the Owner 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 Owner 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 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 Owner warrants that he constitute all owners of the Property and that he have full authority and power to sign the Agreement and the petition submitted herewith and that they have 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: 

PETER WIECACHA
(print name)

By: _____
(print name)

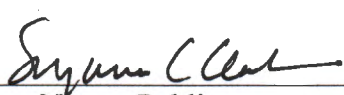
By: _____
(print name)

VILLAGE OF DOWNERS GROVE

By: _____
Mayor

Attest: _____
Village Clerk

Subscribed and sworn to before me
this 30 day of August, 2022.


Notary Public

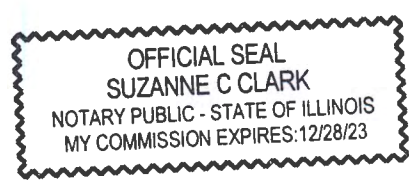


Exhibit 1

ACKNOWLEDGMENT AND ACCEPTANCE OF ANNEXATION AGREEMENT

PETER WIELOCHA, Owner(s) of the property at
3811 STERLING ROAD, DOWNERS GROVE IL 60515, legally described as:
LOT 14 IN BLOCK 10 IN ARTHUR T. MCINTOSH AND COMPANY'S
FAIRVIEW AVENUE SUBDIVISION
 (PIN: 06-32-414-003)

acknowledge that he/she/they has/have read and understand(s) the terms of the executed
 Annexation Agreement for the above described property signed by previous owner(s),

PETER WIELOCHA (insert the names show on the Annexation Agreement),
 and dated 9/30/2022; such executed Annexation Agreement
 constituting a covenant running with the land and binding on all persons taking any subsequent
 interest in the property.

The Owner(s) agree(s) to and accept(s) the terms of the above described annexation
 agreement as if he/she/they was/were one of the original parties to the agreement.

OWNER(S)

By:

PETER WIELOCHA
 (print name)

By:

(print name)

OWNER(S) ADDRESS (if different from above)

3811 STERLING RD
 Street
DOWNERS GROVE IL 60515
 City State Zip

708-351-0076
 Phone

This instrument prepared by:

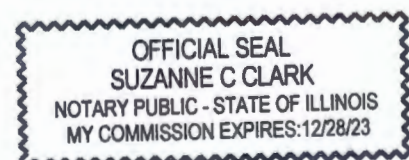
Downers Grove Village Attorney
 801 Burlington Avenue
 Downers Grove, IL 60515
 (630) 434-5540

Subscribed and sworn to before me

this 30 day of AUGUST, 2022

Suzanne C Clark
 Notary Public

I:\mw\forms\annex\accept.anx





\$505 Processing Fee
(Annexation & Rezoning)
Property Address:
3811 Sterling Rd.
Downers Grove, IL 60515

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 or owners 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 Petitioners request that the Territory, more particularly described as follows, to-wit:

3811 Sterling Road, Downers Grove IL, 60515
PIN: 06-32-414-003
Lot 14 IN Block 10 In Arthur T. McIntosh and Company's Fairview Avenue Subdivision

Commonly Known As: 3811 Sterling Road, Downers Grove IL, 60515

Permanent Index Number(s) (PIN): 06-32-414-003

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) of the Territory has been or will be prepared and attached hereto as an exhibit.
5. That this annexation is contingent upon granting zoning as requested in the Petition herewith.

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: August 4th, 2022

Respectfully submitted,

Owners:

Peter J. Wielocha

Mailing Address:

2937 N Damen Ave. #3

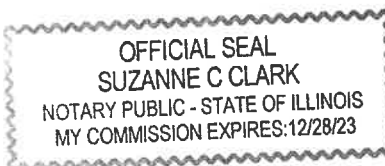
Chicago IL 60618

Telephone Numbers: 708-351-0076

Subscribed and sworn to before me this 8 day of

August, 20 22

Suzanne C Clark
Notary Public



NOTARIAL SEAL

Electors (if any)