

PINS:

07-01-10-300-002-0000

07-01-10-300-028-0000

07-01-10-300-029-0000

ADDRESS:

**NORTHEAST CORNER OF ROUTE 59
AND 103RD STREET, NAPERVILLE, IL**

PREPARED BY:

CITY OF NAPERVILLE

LEGAL DEPARTMENT

630/420-4170

RETURN TO:

CITY OF NAPERVILLE

CITY CLERK'S OFFICE

400 SOUTH EAGLE STREET

NAPERVILLE, IL 60540

PZC Case #18-1-087

ORDINANCE NO. 19 -

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN
ANNEXATION AGREEMENT FOR THE PROPERTY LOCATED AT
THE NORTHEAST CORNER OF ROUTE 59 AND 103RD STREET (WAGNER FARMS)**

WHEREAS, The Wagner Limited Partnership, 9937 South Route 59, Naperville, Illinois, 60564 is the owner ("Owner") of real property located at the northeast corner of IL Route 59 and 103rd Street, Naperville, Illinois, which is legally described on **Exhibit A** and depicted on **Exhibit B** ("Subject Property"); and

WHEREAS, Pulte Home Company, LLC, 1900 East Golf Road, Suite 300, Schaumburg, Illinois, 60173 ("Petitioner") is the contract purchaser of the Subject Property; and

WHEREAS, the Owner has petitioned the City of Naperville (“City”) for annexation of real property located at the northeast corner of IL Route 59 and 103rd Street, legally described on **Exhibit A** and depicted on **Exhibit B** (“Subject Property”); and

WHEREAS, the Petitioner has requested that the City approve this ordinance (“Ordinance”) along with ordinances annexing the Subject Property, rezoning a portion of the Subject Property to OCI and a portion of the Subject Property to R2, approving a variance to Section 6-16-4 of the Naperville Municipal Code (Signs on Residential Property) for the Subject Property, and approving a preliminary plat of subdivision for the Subject Property (hereinafter cumulatively referenced herein as the “Wagner Farms Ordinances”), to allow for the development of a religious institution and single-family homes; and

WHEREAS, Petitioner and the Owner have requested that the City delay recordation of the Wagner Farms Ordinances with the Will County Recorder for a period of time not to exceed twelve (12) months after their passage in order to allow the Petitioner to finalize the purchase and sale agreement for the Subject Property and acquire ownership of the Subject Property; and

WHEREAS, subject to approval of the Wagner Farms Ordinances, the City has agreed to the proposed timeframe for their recordation with the Will County Recorder as set forth herein. In the event that all of the Wagner Farms Ordinances are not recorded within the timeframe described above, the City and Petitioner agree that the Wagner Farms Ordinances shall not be recorded and shall be deemed to be automatically null and void with no further action being taken by the City or the Petitioner; and

WHEREAS, upon acquisition of the Subject Property, the Petitioner is ready, willing, and able to enter into enter into the Annexation Agreement attached hereto as **Exhibit C** and to perform the obligations required therein and as set forth in the Naperville Municipal Code (“Code”), as amended from time to time; and

WHEREAS, a negotiated park donation agreement (hereinafter “Park Donation Agreement”), as provided for in section 7-3-5:12.7 of the Naperville Municipal Code, has been reached between the Petitioner and the Naperville Park District regarding a cash contribution to be made by the Petitioner to the Park District due to development of the Subject Property as proposed by Petitioner. Said negotiated Park Donation Agreement is attached as Exhibit E to the Annexation Agreement. The terms of said Park Donation Agreement shall supersede the provisions of Section 7-3-5 the Naperville Municipal Code to the extent that the terms of said Park Donation Agreement are inconsistent therewith; and

WHEREAS, the Petitioner and the City of Naperville have fully complied with the statutory and Code provisions required for the approval and execution of an annexation agreement; and

WHEREAS, the City Council of the City of Naperville has determined that it is in the best interests of the City of Naperville to enter into the Annexation Agreement attached hereto as **Exhibit C**.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NAPERVILLE, DUPAGE AND WILL COUNTIES, ILLINOIS, in exercise of its home rule authority, as follows:

SECTION 1: The foregoing recitals are incorporated as though fully set forth in this Section 1. All exhibits referenced in this Ordinance shall be deemed incorporated and made part hereof.

SECTION 2: Subject to the provisions set forth and referenced herein, including but not limited to the conditions set forth in Sections 4 and 5 below, the Annexation Agreement attached hereto as **Exhibit C** is hereby approved.

SECTION 3: The Park Donation Agreement attached as **Exhibit E** to the Annexation Agreement is hereby approved and shall be recorded with the Will County Recorder prior to recordation of any final plat of subdivision for the Subject Property.

SECTION 4: Petitioner shall provide evidence of ownership of the Subject Property to the satisfaction of the City Attorney and submit a properly executed Annexation Agreement to the City in a form approved by the City Attorney. The Mayor is then authorized and directed to execute, and the City Clerk is authorized and directed to attest, the Annexation Agreement for the Subject Property on behalf of the City. Upon confirmation from the City Attorney that the terms and conditions set forth or referenced herein have been fulfilled, that all required fees have been paid and properly executed documents have been submitted, and subject to the provisions of Section 5 below, the City Clerk is then authorized and directed to record, or to cause to be recorded, the Wagner Farms Ordinances, including their Exhibits, with the Will County Recorder.

SECTION 5: If recordation of the Wagner Farms Ordinances does not occur within twelve (12) months after their passage and approval, then said Ordinances shall not be recorded and shall be deemed to be automatically null and void without any further action being required by the Petitioner or the City. Petitioner has acknowledged that in no event

shall the City be liable or responsible in any manner or for any claim if this Ordinance, including the Exhibits attached hereto, is not recorded within the timeframe described herein.

SECTION 6: If any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision, shall not affect any of the remaining provisions of this Ordinance or any other City ordinance or resolution.

SECTION 7: This Ordinance shall be in full force and effect upon its recordation with the Will County Recorder.

PASSED this _____ day of _____, 2019.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2019.

ATTEST:

Steve Chirico
Mayor

Pam Gallahue, Ph.D.
City Clerk