
**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: WALTER MAGDZIARZ, COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: ORDINANCE: APPROVING AN ANNEXATION AGREEMENT
(10 HEATON COURT, PRESTBURY)
AGENDA: APRIL 19, 2021 VILLAGE BOARD MEETING
DATE: APRIL 15, 2022

ISSUE

Shall the Village Board approve an annexation agreement for the single-family lot located at 10 Heaton Court in Prestbury.

DISCUSSION

The applicant and owner, Michael Oschsenschlager, is petitioning for adoption of an annexation agreement for the lot at 10 Heaton Court in Prestbury.

The Village Board held a public hearing for the Annexation Agreement on April 19, 2021.

The property is not contiguous to the corporate limits. Annexation will occur at some point in the future when the property becomes contiguous. The Annexation Agreement sets forth the terms and conditions for the annexation at a future date, as well as the use of the property in the meantime. The applicant intends to build a single-family dwelling on the property. The Applicant will be expected to comply with all building and zoning regulations of Kane County until the property is annexed. Approval of the Annexation Agreement permits the Owner to connect to Village water and sanitary sewer services in advance of annexation.

The Planning Commission held a public hearing concerning the requested zoning classification (R-2) and recommended approval of the requested zoning classification. The property will be zoned R-2 District upon its annexation.

COSTS

There are no costs to the Village associated with the requested action.

ATTACHMENTS

- Planning Commission Recommendation PC22-004
- Ordinance Authorizing Execution of an Annexation Agreement for Certain Property (10 Heaton Court, Prestbury)

RECOMMENDATION

That the Village Board approve the Ordinance Authorizing Execution of an Annexation Agreement for Certain Property (10 Heaton Court, Prestbury).

R E C O M M E N D A T I O N

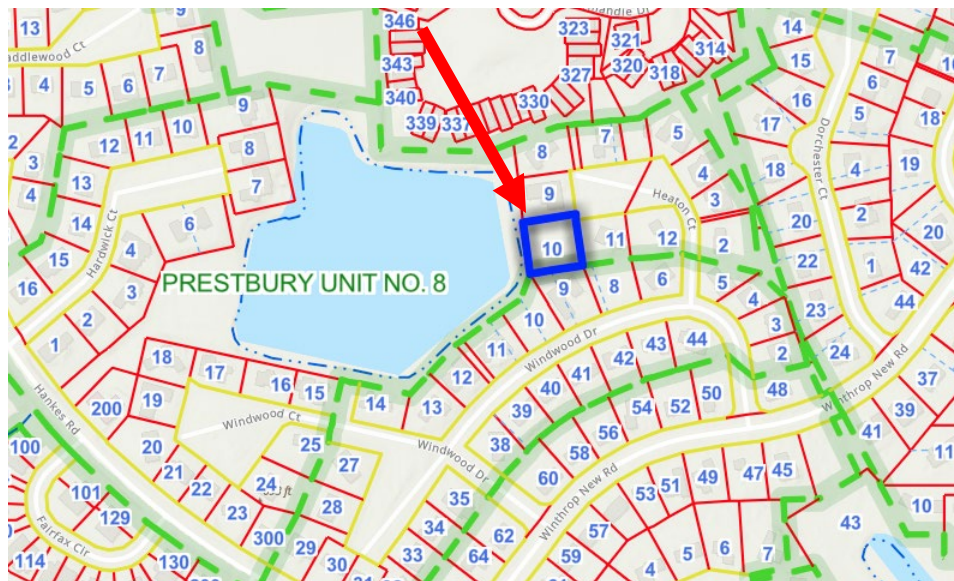
PC22-004

TO: Village President and Board of Trustees
FROM: Planning Commission
DATE: Meeting of April 14, 2022
PETITION: 22-004 10 Heaton Court
Rezoning

PROPOSAL

The Applicant has submitted an Annexation Agreement to the Village and is requesting R-2 Detached Residential District zoning classification for the subject property.

LOCATION MAP



BACKGROUND & HISTORY

The subject property is currently zoned CU-PUD in unincorporated Kane County. The petitioner is requesting the property be annexed to the Village and rezoned R2- Detached Residential for the purposes of getting water service for a new home that is going to be built on the empty lot.

The subject property is not contiguous to the Village corporate limits and cannot be annexed at this time. The annexation agreement sets forth the rights and responsibilities of the parties once the property becomes contiguous. Until the property is annexed, the property owner is bound to the zoning and building code requirements of Kane County. The Owner can construct a house on the subject property prior to the approval of the annexation agreement.

The rezoning is necessary because the Annexation Agreement specifies what the zoning classification of the Subject Property will be upon its annexation. Since the desired zoning classification is not the default zoning classification (E1 District) a public hearing for the future reclassification is required.

This has been the Village's practice for new construction in Prestbury and is a matter of routine, despite the sporadic nature of new construction in Prestbury.

CHARACTER OF AREA

The subject property is an undeveloped single lot located in Prestbury, currently in unincorporated Kane County. The lot is located on Heaton Court which is northeast of Hanks Road. There is a single-family residence directly to the east, a single-family residence directly to the south, a single-family residence directly to the north, and a body of water to the west.

COMPREHENSIVE PLAN RECOMMENDATIONS

The Village Comprehensive Plan designates the site as "Single-Family Residential". Contiguous properties to the east, west and south are designated as "Single-Family Residential", and the property contiguous to the north is designated "Open Space".

The subject property is in a single-family residential area and the rezoning of the property would be compatible with the surrounding area.

PUBLIC RESPONSE

After due notice, the Planning Commission held a public hearing on April 14, 2022. No objectors were present.

FINDINGS OF FACT

When considering Zoning Variation requests, the Zoning Ordinance provides certain standards to be considered. The Zoning Board of Appeals hereby finds that the proposed Variations:

- a. This rezoning change will promote the public health, safety, comfort, convenience and general welfare of the village and comply with the policies of the comprehensive land use plan and other plans adopted by the village.

The proposed rezoning change will promote the public health, safety, comfort, convenience and general welfare of the Village. This rezoning change will also comply with the policies of the comprehensive land use plan and other plans adopted by the Village.

- b. The trend of development in the area is consistent with this request.

The surrounding uses and development in this area is predominantly residential, which is consistent with the desired rezoning.

- c. The permitted uses allowed by the rezoning are more suitable for the property than the permitted uses allowed by the current zoning designation.

The new zoning classification would be in-line with the use of the property as a detached single-family residence.

- d. This rezoning will not alter the character of the neighborhood or be detrimental to adjacent property.

This rezoning will not be detrimental to adjacent property, nor will it alter the character of the neighborhood.

EVALUATION

1. Land Use / General – The proposed land use is compatible with the surrounding land uses.

2. Comprehensive Plan – The proposed rezoning is consistent with the Village and County Comprehensive Land Use plans.

3. Lots & Buildings – The proposed use of the property would include Single-Family Residential.

RECOMMENDATION

After carefully considering the facts and testimony, the Planning Commission recommends the Village Board **approve** the requested zoning reclassification to R-2 Detached Residential District upon its annexation and incorporate the findings of fact.

Motion **PASSED** by unanimous vote



**VILLAGE OF SUGAR GROVE
KANE COUNTY, ILLINOIS**

ORDINANCE NO. 20220419A

**AN ORDINANCE AUTHORIZING EXECUTION OF AN
ANNEXATION AGREEMENT FOR CERTAIN PROPERTY
(10 HEATON COURT, PRESTBURY)**

Adopted by the Board of Trustees and President of the Village of Sugar Grove
this 19th day of April 2022

Published in pamphlet form by authority of the Board of Trustees of the Village of Sugar Grove
this 19th day of April 2022

VILLAGE OF SUGAR GROVE

ORDINANCE NO. 20220419A

**AN ORDINANCE AUTHORIZING EXECUTION OF AN
ANNEXATION AGREEMENT FOR CERTAIN PROPERTY
(10 HEATON COURT, PRESTBURY)**

WHEREAS, the Village of Sugar Grove is not a home rule municipality within Article VII, Section 6A of the Illinois Constitution and, pursuant to the powers granted to it under 65 ILCS 5/1-8 *et seq.*; and,

WHEREAS, the territory being annexed consists of approximately 0.37 acres and is legally described in **Exhibit A** attached hereto and incorporated herein by reference (the "Property") which is not contiguous to the corporate limits of the Village of Sugar Grove (the "Village") and is not presently contained within the corporate limits of any municipality and the statutory number of electors residing thereon join in the annexation petition; and,

WHEREAS, there has been filed with the Clerk of the Village a Petition for Annexation (the "Petition") pursuant to 65 ILCS 5/7-1-8 *et seq.*, signed by all of the then owners of record of the property, and by not less than 51% of the electors then residing on the property; and,

WHEREAS, the owner desires that the property be annexed to the Village, zoned pursuant to the terms and conditions set forth in the Annexation Agreement attached hereto as **Exhibit B**; and,

WHEREAS, after due and proper notice, the Village Planning Commission held a public hearing on March 18, 2020 to accept public comment on the proposed reclassification of the subject property, and no objectors were present; and,

WHEREAS, after due and proper notice, the corporate authorities of the Village has held a public hearing on April 91, 2022 to accept public comment on the proposed agreement, similar in form and substance to the Agreement attached hereto; and,

WHEREAS, the corporate authorities have approved this Agreement; and,

WHEREAS, the parties hereto acknowledge that all other matters, in addition to those specifically referred to above, which are included in this Annexation Agreement, have been considered, that the development of the Property, for the uses as permitted under the Zoning Ordinance of the Village and in accordance with the terms and conditions of the above referenced Annexation Agreement, will be compatible with and will further the planning objectives of the Village, will be of substantial benefit to the Village, will extend the corporate limits and jurisdiction of the Village, will permit orderly growth, planning and development of the Village, will increase the tax base of the Village, will inure to the benefit and improvement of the Village and its residents, and will otherwise enhance and promote the general welfare of the Village and its residents:

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, as follows:

SECTION ONE: ANNEXATION AGREEMENT

That the Annexation Agreement entered into by and between the Village of Sugar Grove and Michael Oschenschlager (the "OWNER") setting forth terms and conditions relating to the annexation of the territory described in **Exhibit A** is hereby incorporated by reference in this Ordinance as if fully set forth in the body hereof, a copy of which is attached hereto as **Exhibit B**. Said **Exhibit B** is hereby approved and the Village President and Clerk are hereby authorized and directed to execute said agreement on behalf of the Village of Sugar Grove.

SECTION TWO: RECORDING AND NOTICE

The Village Clerk is hereby authorized to record this ordinance along with all exhibits and a map of the territory being annexed in the Office of the Recorder of Kane County.

SECTION THREE: GENERAL PROVISIONS

REPEALER: All ordinances or portions thereof in conflict with this annexation ordinance are hereby repealed.

SEVERABILITY: Should any provision of this ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions will remain in full force and effect the same as if the invalid provision had not been a part of this ordinance.

EFFECTIVE DATE: This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, this 19th day of April 2022.

ATTEST:

Jennifer Konen,
President of the Board of Trustees

Alison Murphy,
Village Clerk

	Aye	Nay	Absent	Abstain
Trustee Matthew Bonnie	___	___	___	___
Trustee Sean Herron	___	___	___	___
Trustee Heidi Lendi	___	___	___	___
Trustee Michael Schomas	___	___	___	___
Trustee Ryan Walter	___	___	___	___
Trustee James White	___	___	___	___

Exhibit A

Legal Description

LOT 217 IN UNIT NO. 8 OF PRESTBURY, RECORDED ON AUGUST 21,
1978 AS DOCUMENT 1471296, IN THE TOWNSHIP OF SUGAR GROVE,
KANE COUNTY, ILLINOIS

PIN: 14-10-331-015

Exhibit B

(Annexation Agreement)

STATE OF ILLINOIS)
) S.S.
COUNTY OF KANE)

Prepared by:

Laura M. Julien, Village Attorney
Mickey, Wilson, Weiler, Renzi,
Lenert & Julien, P.C.
140 S. Municipal Drive
Sugar Grove, IL 60554

Return to:

Village Clerk
Village of Sugar Grove
10 S. Municipal Drive
Sugar Grove, IL 60554

ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") is made and entered into this ____ day of April, 2022, by and between the VILLAGE OF SUGAR GROVE, an Illinois municipal corporation ("Village") and Michael Oschsenschlager ("Owner"); as each may be individually referred to as "Party" and collectively as "Parties."

WITNESSETH

WHEREAS, VILLAGE and OWNER acknowledge and agree that the Property, as hereinafter defined, is not presently contiguous to other property located in the Village, and therefore is not capable or annexation until such time as contiguity occurs. OWNER has executed simultaneously a Petition for Annexation which will be acted upon by the VILLAGE when the Property is contiguous with other property located within the VILLAGE, or in the alternative, within 30 days of the property becoming contiguous to the VILLAGE, OWNER shall execute and deliver a petition for Annexation; and,

WHEREAS, OWNER owns a fee simple interest to the Property, commonly known as 10 Heaton Court, Prestbury, and legally described in **Exhibit A**, attached hereto and incorporated as though fully set forth herein, consisting of approximately 16,174 square feet ("Property"); and,

WHEREAS, the Property is currently situated in the unincorporated area of Kane County, which may become contiguous to the incorporated territory of the Village; and,

WHEREAS, OWNER has agreed to annex and develop the Property for residential purposes in the VILLAGE in accordance with the terms of this Agreement; and,

WHEREAS, it is the desire of the VILLAGE to annex the Property and facilitate its development pursuant to the terms and conditions of this Agreement and the ordinances of the VILLAGE; and,

WHEREAS, OWNER has, or will perform and execute all acts required by law to effectuate such annexation; and,

WHEREAS, the Parties agree to zone the Property pursuant to the terms of this Agreement; and,

WHEREAS, all notices required by law relating to the annexation of the Property to the VILLAGE have been given to the persons or entities entitled to such notice pursuant to the applicable provisions of the Illinois Compiled Statutes; and,

WHEREAS, the Corporate Authorities of the VILLAGE have duly affixed the time and place for a public hearing on this Agreement and pursuant to legal notice have held such hearing thereon all as required by the provisions of the Illinois Compiled Statutes; and,

WHEREAS, the VILLAGE and OWNER agree that the Property shall be developed for single-family residential use; and,

WHEREAS, in reliance upon the development of the Property in the manner proposed, both OWNER and VILLAGE have executed this Agreement; and,

WHEREAS, it is the desire of VILLAGE and OWNER that the development of the Property may proceed, subject to the ordinances, codes, and regulations of the VILLAGE pertaining to the water and sewer connection, as amended; and,

WHEREAS, in accordance with the powers granted to the VILLAGE by the provisions of 65 ILCS 5/7-1-1 *et seq.*, relating to annexation agreements, VILLAGE and OWNER wish to enter into this binding Agreement with respect to the Property and to provide for various other matters related directly or indirectly to the annexation of the Property as authorized by the provisions of said statutes; and,

WHEREAS, pursuant to due notice and publication in the manner provided by law, the appropriate zoning authorities of the VILLAGE have had such public hearings and have taken all further action required by the provisions of the Illinois Compiled Statutes and the ordinances of the VILLAGE relating to the procedure for the authorization, approval and execution of this Agreement by the VILLAGE.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions herein contained, and by authority of an in accordance with the aforesaid statutes of the State of Illinois, the Parties agree as follows:

I. ANNEXATION.

OWNER has filed (or within 30 days of the Property becoming contiguous with the VILLAGE will file) with the Clerk of the Village a duly executed verified petition pursuant to, and in accordance with, the provisions of 65 ILCS 5/7-1-1 *et seq.* to annex the Property and any adjacent public highways to the VILLAGE subject to the approval of this Agreement.

II. ZONING AND PLANNING.

A. ZONING MAP.

Contemporaneously with the annexation of the Property, the VILLAGE shall adopt an ordinance amending the provisions of the Sugar Grove Zoning Map so as to provide that the Property shall be classified as an R-2 Detached Residential District, in accordance with VILLAGE ordinances.

B. SITE PLAN.

It is the intention of the Parties that the Property shall be developed under the provisions set forth on the Site Plan, attached hereto as **Exhibit B** and incorporated by reference as though fully set forth herein, prepared by Todd Surveying on May 3, 2021.

C. VILLAGE CODES AND ORDINANCES.

The VILLAGE and OWNER agree that in the event the Property is not developed prior to annexation then, except as specifically modified in this Agreement and the attached drawings and exhibits, the Property shall be developed in compliance with all ordinances, codes, and regulations of the VILLAGE in existence or adopted after the date of this Agreement, provided, however, that the application of any such ordinance, regulation or code shall not result in a reduction in the number or residential building lots herein approved for the property, or alter or eliminate any of the ordinance variations provided for herein. Notwithstanding the foregoing, in the event the VILLAGE is required to modify, amend or enact any ordinance or regulation and to apply the same to the Property pursuant to the express and specific mandate of any superior governmental authority, such ordinance or regulation shall apply to the Property and shall be complied with by OWNER.

III. ROADS AND HIGHWAYS

The VILLAGE agrees to allow the Property to be accessed by the existing private roadways.

IV. FEES, DONATIONS AND CONTRIBUTIONS

OWNER shall pay the fees set forth in **Exhibit C** according to the schedule set forth in **Exhibit C**. The PARTIES further acknowledge and agree that the fees listed therein are being donated to the VILLAGE and the method, manner, timing, and distribution by the VILLAGE shall be solely controlled by the VILLAGE. The PARTIES further acknowledge that the intent of this Agreement is that these donations be utilized for projects within the boundaries of the VILLAGE, subject to the discretion of the VILLAGE. Fees may be changed by the VILLAGE provided they are applied uniformly through the VILLAGE.

V. BUILDING AND OCCUPANCY PERMITS

It is recognized that OWNER may obtain building permits and start construction with the authorization of the Kane County Development Department prior to annexation. In this event, OWNER'S contractor will coordinate the inspections and occupancy certificate procedure with Kane County. VILLAGE agrees that it will, at the request of Kane County, complete all inspections and issue a certificate of occupancy for said structure, or will allow Kane County to complete the inspections and issue a certificate of occupancy, which will be recognized as valid by the VILLAGE. If the VILLAGE will complete any of the aforementioned procedures on behalf of Kane County, these will be charged at the Village's established rates.

VI. WATER SUPPLY AND SANITARY SEWER.

Upon receipt of a properly completed application and payment of all applicable connection fees, the VILLAGE shall be obligated to permit connection of the residences and/or buildings contemplated on the Property, as provided in this Agreement, and the facilities for fire protection, to the VILLAGE'S water supply and sanitary sewer system, and to supply water and sanitary sewer thereto to the same extent as

may be supplied to other structures and areas within the VILLAGE. OWNER shall be responsible for the cost of all on-site water and sewer lines on the Property and for all additional hook-on fees and user fees set forth in the VILLAGE'S rules, regulations, and ordinances. All structures constructed on the Property shall be required to use the VILLAGE water supply and sanitary sewer systems to be dedicated and maintained by the VILLAGE.

VII. DISCONNECTION.

OWNER agrees that they shall develop the Property in accordance with the final plat, final engineering, and/or any other plans approved by the VILLAGE in accordance with the terms hereof, and shall not, as OWNER of said Property, petition to disconnect any portion or all of said Property from the VILLAGE.

VIII. GENERAL OBLIGATIONS

A. SUCCESSOR OWNER.

If any or all of the Property is transferred from the OWNER, both the fee obligation and any further development obligations under this Agreement shall transfer and be binding and become the exclusive obligation of any successor OWNER of the Property, or any portion of the Property.

B. RECORDING.

This Agreement shall be recorded in the Office of the Recorder of Deeds, Kane County, Illinois.

C. TERM OF AGREEMENT.

The term of this Agreement shall be for twenty (20) years from the date of execution hereof. All amendments to ordinances, codes, and regulations required pursuant to this Agreement, shall remain in effect during the term of this Agreement.

IX. TIME IS OF THE ESSENCE.

It is understood and agreed by the Parties that time is of the essence in this Agreement, and that all Parties will make every reasonable effort to expedite the subject matter hereof. It is further understood and agreed by the Parties that the successful consummation of this Agreement requires their continued cooperation.

X. BINDING EFFECT AND TERM.

This Agreement shall be binding upon and ensure the benefit of the Parties hereto, their successors and assigns, including, but not limited to, successor owner of record, successor developers, lessees and successor lessees, and upon any successor municipal authority of the VILLAGE and successor municipalities for a period of twenty (20) years from the later of the date of execution hereof and the date of adoption of the ordinances pursuant hereto.

XI. BREACH OF AGREEMENT.

A. REMEDY.

Upon a breach of this Agreement, any of the Parties in any court of competent jurisdiction, by and action proceeding at law or in equity, may exercise any remedy available at law or equity.

B. NOTICE REQUIRED.

Before any failure of any party of this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, by certified mail/return receipt requested, the Party alleged to have failed to perform, state the obligation allegedly not performed and the performance demanded.

C. ADDRESSES.

Notice shall be provided at the following addresses:

- | | |
|-------------|--|
| 1. VILLAGE: | Village of Sugar Grove
10 S. Municipal Drive
Sugar Grove, IL 60554 |
| 2. Copy to: | Village Attorney
140 S. Municipal Drive
Sugar Grove, IL 60554 |
| 3. OWNER | Michael Oschsenschlager
12 Hatherly Court
Sugar Grove, IL 60554 |

XII. AGREEMENT TO PREVAIL OVER ORDINANCES.

In the event of any conflict between this Agreement and any ordinances of the VILLAGE in force at the time of execution of this Agreement or enacted during the pendency of this Agreement, the provisions of this Agreement shall prevail to the extent of any such conflict or inconsistency.

XIII. PARTIAL INVALIDITY OF AGREEMENT.

If any provision of this Agreement (except those provisions relating to the requested rezoning of the Property identified herein and the ordinance adopted in connection herewith) or its application to any person, entity, or property is held invalid, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect the application or validity of other terms, conditions, and provisions of this Agreement, and, to that end, any terms, conditions, and provisions of this Agreement are declared to be severable. If for any reason during the terms of this Agreement any approval, or permission granted hereunder regarding plans or plats of subdivision or zoning is declared invalid, the VILLAGE agrees to take whatever action is necessary to reconfirm such plans, plat approvals, or zoning ordinances effectuating the zoning, variations, and plat approvals proposed herein.

XIV. ARMS LENGTH NEGOTIATION.

This Agreement contains all the terms and conditions agreed upon by the Parties hereto and no other prior agreement regarding the subject matter hereof shall be deemed to exist to bind the Parties. The Parties acknowledge and agree that the terms and conditions of this Agreement, including the payment of any fees, have been reached through a process of good faith negotiation, both by principals and through

counsel, and represent terms and conditions that are deemed by the Parties to be fair, reasonable, acceptable, and contractually binding upon each of them.

IN WITNESS WHEREOF, the Parties have executed this Annexation Agreement the day and year first above written.

[Signatures to Follow]

VILLAGE: THE VILLAGE OF SUGAR GROVE

By: _____
Jennifer Konen
Its: Village President

STATE OF ILLINOIS)
)
COUNTY OF KANE)

I the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Jennifer Konen and Alison Murphy personally known to me to be the Village President and Village Clerk, respectively, of the Village of Sugar Grove, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Village President and Village Clerk they signed and delivered said instrument and caused the corporate seal of the Village to be affixed thereto, pursuant to authority, given by the Village of Sugar Grove Board of Trustees as the free and voluntary act and deed of said Village for the uses and purposes set forth.

Given under my hand and official seal, this ____ day of _____, 2022.

Notary Public

OWNER: _____

By: _____,

STATE OF ILLINOIS)

)

COUNTY OF KANE)

I the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Michael Oschsenschlager, personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered said instrument pursuant to authority, as the free and voluntary act and deed for the uses and purposes set forth.

Given under my hand and official seal, this ____ day of _____, 2022.

Notary Public

LIST OF EXHIBITS

Exhibit A	Legal Description
Exhibit B	Site Plan
Exhibit C	Fee Schedule

EXHIBIT A

Legal Description

LOT 217 IN UNIT NO. 8 OF PRESTBURY, RECORDED ON AUGUST 21, 1978 AS DOCUMENT 1471296, IN THE TOWNSHIP OF SUGAR GROVE, KANE COUNTY, ILLINOIS

PIN: 14-10-331-015

EXHIBIT B

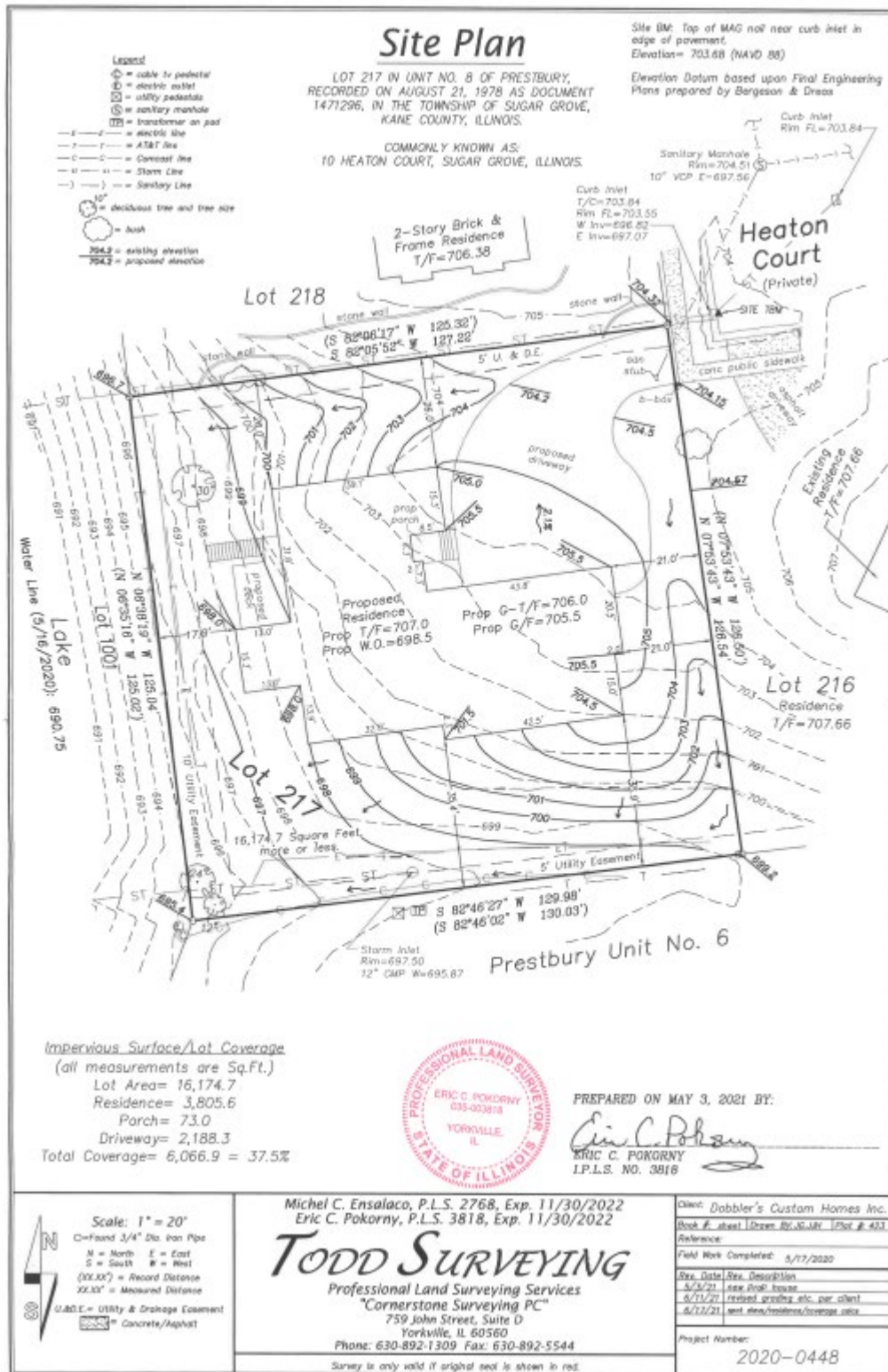


EXHIBIT C

Permit, Impact and Transition Fees, Donations and Contributions

Permit

Building Permit	\$	1,115.00
Certificate of Occupancy	\$	100.00
Plan Review	\$	-
Engineering Review	\$	460.00
Water Meter	\$	495.00
Post CO Fees	\$	-
Total Permit	\$	2,170.00

Impact

Village HF ERF & CIP Debt to Village	\$	-
Village Road Impact	\$	6,250.00
Village Capital Improvement	\$	5,037.64
Village Sewer Connection	\$	68.33
Village Water Connection	\$	2,625.18
Village Life Safety - Police	\$	-
Village Life Safety - Streets	\$	-
	\$	13,981.15

School District Land Cash	\$	515.90
School District Impact	\$	515.90
	\$	1,031.79

Park District Land Cash	\$	523.14
Park District Impact	\$	-
	\$	523.14

Fire District Impact	\$	109.97
	\$	109.97

Library District Impact	\$	33.94
	\$	33.94

Total Impact **\$** **15,680.00**

Transition

Village	\$	-
School District	\$	-
Park District	\$	-
Fire District	\$	-
Library District	\$	-
Township	\$	-
Total Transition	\$	-

Total Collected by Village	\$	17,850.00
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TO: The President and Board of Trustees
of the Village of Sugar Grove,
Kane County, Illinois

PETITION FOR ANNEXATION

Date: 4/08/2022

The undersigned, who are the owners of record of all the land hereinafter described, respectfully request that said property be annexed to the Village of Sugar Grove, Kane County, Illinois.

(Attach Legal Description)

This Petition is filed pursuant to 65 ILCS 5/7-1-8. The undersigned states that the above-described property is not within the corporate limits of any municipality, and is contiguous to the Village of Sugar Grove, Kane County, Illinois.

The undersigned further states that:

☒ no electors reside on the above-described property, OR

☐ that at least 51% of the electors residing on the above-described property join in the petition.

Name

Michael Ochsenberger

Address

12 Hotherley Ct. Sugar Grove

Owner

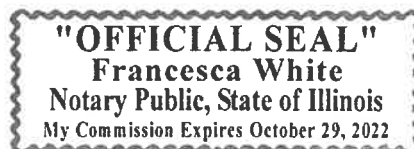
Title

State of Illinois }
 } SS
County of Kane }

SUBSCRIBED AND SWORN TO before me this 8th day of April, 2022 by Michael M Ochsenberger

Francesca White

Notary Public



RECORDER'S STAMP

TRUSTEE'S DEED

THE Grantor, MICHAEL J. NILA, as successor Trustee under the provisions of a certain Declaration of Trust dated January 4, 2010, heretofore made by the said Berta Maley Dunham, of the City of Aurora, County of Kane, State of Illinois for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, and pursuant to the power and authority vested in the Grantor as said successor Trustee and of every other power and authority to the Grantor hereunto enabling, does hereby convey and quit claim unto MICHAEL OCHSENSCHLAGER, all of his right, title and interest in and to the following described real estate in the County of Kane and State of Illinois, to-wit:

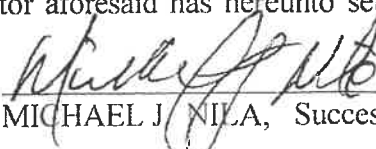
Lot 217 in Unit No. 8 of Prestbury, recorded on August 21, 1978 as Document 1471296, in the Township of Sugar Grove, Kane County, Illinois

Tax Parcel No.: 14-10-331-015

Address of Property: 10 Heaton Court, Sugar Grove, Illinois 60554

And the said Grantor hereby expressly waives and releases any and all right or benefit under and by virtue of any and all statutes of the State of Illinois providing for the exemption of homesteads from sale on execution or otherwise.

22 IN WITNESS WHEREOF, the Grantor aforesaid has hereunto set his hand and seal this day of January, 2020.


MICHAEL J. NILA, Successor Trustee as aforesaid

Signature page
and certificate
bear embossing

SIGNATURES OF ELECTORS (if applicable)

Name

Address

LOT 217 IN UNIT NO. 8 OF PRESTBURY, RECORDED ON AUGUST 21, 1978 AS DOCUMENT 1471296, IN
THE TOWNSHIP OF SUGAR GROVE, KANE COUNTY, ILLINOIS.

COMMONLY KNOWN AS:

10 HEATON COURT, SUGAR GROVE, ILLINOIS.