
**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: DANIELLE MARION, COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: ORDINANCE: HANNAFORD FARM ANNEXATION AGREEMENT AMENDMENT FOR LOTS 70 & 71 (700 & 712 WHEATFIELD AVE)
AGENDA: JUNE 18, 2024 REGULAR VILLAGE BOARD MEETING
DATE: JUNE 11, 2024

ISSUE

Shall the Village Board approve an Annexation Agreement Amendment pertaining to Hannaford Farm Lots 70 and 71 (700 and 712 Wheatfield Ave).

DISCUSSION

The owner of Lots 70 and 71 paid the current FILOD for each lot, thereby completing his obligations under the Annexation Agreement, and desires to remove the *lis pendens* from the lots in question.

The Annexation Agreement Amendment acknowledges the lot owner has completed his obligations under the Annexation Agreement. Upon approval of the Ordinance, the Village is obligated to remove the *lis pendens* recorded against the lots.

The required public hearing was held on June 18, 2024. Village staff recommends approval of the Annexation Agreement Amendment for Hannaford Farm Lots 70 and 71 (700 and 712 Wheatfield Ave).

The Village Board has approved several similar Annexation Agreement amendments to date.

ATTACHMENTS

- Paid FILOD Lots to date
- Ordinance Authorizing Execution of an Annexation Agreement Amendment (Hannaford Farm Lots 70 & 71)

COSTS

There are nominal Village Attorney costs and recording costs associated with the required action that are the responsibility of the Village.

RECOMMENDATION

That the Village Board approve an Ordinance Authorizing Execution of an Annexation Agreement Amendment for Hannaford Farm Lots 70 & 71 (700 & 712 Wheatfield Ave).

Hannaford Farm Paid FILOD Lots

May 18, 2010	Lot 104	1011 Redbud Lane
June 1, 2010	Lot 29	1098 Chestnut Hill Lane
June 15, 2010	Lot 35	1014 Chestnut Hill Lane
November 1, 2011	Lot 53	1800 Hunters Ridge Lane
January 7, 2014	Lot 62	835 Wheatfield Avenue
February 4, 2014	Lot 28	494 Willow Street
March 4, 2014	Lot 99	1091 Redbud Lane
November 18, 2014	Lot 42	1759 Hunters Ridge Lane
January 20, 2015	Lot 36	990 Chestnut Hill Lane
February 17, 2015	Lot 55	1830 Hunters Ridge Lane
August 6, 2019	Lot 116	1885 Hunters Ridge Lane
August 20, 2019	Lot 46	1722 Hannaford Drive
"	Lot 54	1812 Hunters Ridge Lane
"	Lot 66	765 Wheatfield Avenue
"	Lot 67	747 Wheatfield Avenue
"	Lot 68	731 Wheatfield Avenue
"	Lot 91	1052 Wheatfield Avenue
"	Lot 96	1139 Redbud Lane
"	Lot 98	1107 Redbud Lane
"	Lot 100	1075 Redbud Lane
"	Lot 101	1059 Redbud Lane
"	Lot 108	947 Redbud Lane
"	Lot 109	915 Redbud Lane
"	Lot 110	915 Redbud Lane
"	Lot 121	900 Redbud Lane
"	Lot 130	1134 Redbud Lane
November 5, 2019	Lot 59	1900 Hunters Ridge Lane
November 5, 2019	Lot 60	1918 Hunters Ridge Lane
January 7, 2020	Lot 69	717 Wheatfield Avenue
January 7, 2020	Lot 106	979 Redbud Lane
June 2, 2020	Lot 127	1044 Redbud Lane
June 2, 2020	Lot 131	1148 Redbud/1067 Wheatfield Avenue
April 20, 2021	Lot 128	1076 Redbud Lane
August 18, 2021	Lot 111	901 Redbud Lane
April 5, 2022	Lot 112	931 Wheatfield Avenue
June 21, 2022	Lot 43	1672 Hannaford Drive
December 20, 2022	Lot 90	1036 Wheatfield Drive
June 20, 2023	Lot 34	1028 Chestnut Hill Lane
July 18, 2023	Lot 124	956 Redbud Lane
June 18, 2024	Lot 70	700 Wheatfield Ave
June 18, 2024	Lot 71	712 Wheatfield Ave



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

ORDINANCE NO. 2024-0618 CD2

**AN ORDINANCE AUTHORIZING EXECUTION OF AN ANNEXATION AGREEMENT AMENDMENT FOR
HANNAFORD FARM LOTS 70 & 71
(700 & 712 WHEATFIELD AVE)**

Adopted by the Board of Trustees and President of the Village of Sugar Grove
this 18th day of June 2024

Published in pamphlet form by authority of the Board of Trustees of the Village of Sugar Grove
this 18th day of June 2024

VILLAGE OF SUGAR GROVE

ORDINANCE NO. 2024-0618 CD2

**AN ORDINANCE AUTHORIZING EXECUTION OF AN ANNEXATION AGREEMENT AMENDMENT FOR
HANNAFORD FARM - LOTS 70 & 71
(700 & 712 WHEATFIELD AVE)**

WHEREAS, the Village of Sugar Grove (the “Village”) 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, Jim and Lori Petry (the "LOT OWNER" and/or “LOT DEVELOPER”) have petitioned for an amendment to the Annexation Agreement for a portion of the Hannaford Farm development, specifically, Lots 70 & 71 in Hannaford Farm Subdivision Unit 2, commonly known as 700 and 712 Wheatfield Ave; and,

WHEREAS, after due notice, the corporate authorities of the Village held a public hearing on June 18, 2024 on the proposed amended agreement, similar in form and substance to the Agreement attached hereto; and,

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

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: AMENDED ANNEXATION AGREEMENT

That the Amended Annexation Agreement entered into by and between the Village of Sugar Grove, an Illinois municipal corporation (the "Village"); and Richard and Debra, (the "LOT OWNER" and/or “LOT DEVELOPER”); setting forth terms and conditions relating to the territory legally 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 amended agreement on behalf of the Village of Sugar Grove.

SECTION TWO: RECORDING AND NOTICE

The Village Clerk is hereby further authorized and directed to record this ordinance along with all exhibits in the Office of the Recorder of Kane County.

SECTION THREE: GENERAL PROVISIONS

REPEALER: All ordinances or portions thereof in conflict with this 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 18th day of June 2024.

Jennifer Konen, Village President

ATTEST: _____
Tracey Conti, Village Clerk

	Aye	Nay	Absent	Abstain
Trustee Matthew Bonnie	_____	_____	_____	_____
Trustee Sean Herron	_____	_____	_____	_____
Trustee Heidi Lendi	_____	_____	_____	_____
Trustee Sean Michels	_____	_____	_____	_____
Trustee Michael Schomas	_____	_____	_____	_____
Trustee James F. White	_____	_____	_____	_____

Exhibit A

(Legal Description)

Lot 70 in Hannaford Farm Subdivision Unit 2 being a subdivision located in the South half of Section 4, Township 38 North, Range 7 East of the Third Principal Meridian in Kane County, Illinois according to the plat thereof recorded as document number 2007K038156 in the Kane County Recorder's Office.

Commonly known as 700 Wheatfield Ave

Lot 71 in Hannaford Farm Subdivision Unit 2 being a subdivision located in the South half of Section 4, Township 38 North, Range 7 East of the Third Principal Meridian in Kane County, Illinois according to the plat thereof recorded as document number 2007K038156 in the Kane County Recorder's Office.

Commonly Known as 712 Wheatfield Ave

Exhibit B

(Amended Annexation Agreement on following pages)

STATE OF ILLINOIS)
COUNTY OF KANE } ss

Prepared by:

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

Return to after recording:

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

Reserved for Recorder's Use

**LOT BY LOT AMENDMENT TO ANNEXATION AGREEMENT
(Hannaford Farm Subdivision Lots 70 & 71)**

This Amendment to Annexation Agreement ("Amendment"), is made and entered into this 22nd day of MAY 2024, by and between the VILLAGE OF SUGAR GROVE, an Illinois municipal corporation ("Village") and Jim & Lori Petry, the owners of Lots 70 & 71 in the Hannaford Farm Subdivision, and successor developer and owners of said lots (collectively, the "Owners"). For purposes of this Agreement and for ease of reference, the Owners and the Village may from time to time each individually be referred to as "Party" and collectively referred to as "Parties."

WITNESSETH

WHEREAS, Owners own a fee simple interest to the real property which is legally described in **Exhibit "AA"**, attached hereto and incorporated herein by reference, consisting of Lots 70 & 71 in the Hannaford Farm Subdivision, (collectively, the "Lots"), and which was the subject of a certain Annexation Agreement recorded on July 8, 2004 in Kane County as Document number 2004K090340 (and subsequently amended); and,

WHEREAS, it is the desire of the Owners to amend the annexation agreement for this portion of the original development (pursuant to Section 16A) only to address changes in circumstances since the time of the original agreement was passed; and,

WHEREAS, due to the failure of the initial developer and owner of the property to complete the required public improvements, and the failure of the financial institution backing the Letters of Credit to provide the funds needed to completed these same improvements it falls to the successor Owners to complete said public improvements pursuant to Section 16A and 18 of the original Annexation Agreement for the Lots; and,

WHEREAS, in consideration of the negotiations between the Parties, the Parties have

agreed that if the Owners comply with all obligations of the annexation agreement and pay to the Village an additional impact fee for each of the lots (as noted herein) to address Owners' obligations for the public improvements and related improvements and expenses of development, the Village will allow the Owners to develop these Lots.

WHEREAS, all notices required by law relating to amending the original annexation agreement of the Property (insofar as it relates specifically to the Lots) 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 and completed the time for a public hearing on this Amendment and pursuant to legal notice have held (or will have held prior to execution) such hearing thereon all as required by the provisions of the Illinois Compiled Statutes; and,

WHEREAS, in accordance with the powers granted to the Village by the provisions of 65 ILCS 5/11-15.1-1 through 15.1-5, inclusive, relating to Annexation Agreements, the Parties hereto wish to enter into a binding Amendment to Annexation Agreement and to provide for various other matters related directly or indirectly to the annexation and development of the Lots as authorized by the provisions of said statutes; and,

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions herein contained, the receipt and sufficiency of which is hereby acknowledged, and by authority of and in accordance with the aforesaid statutes of the State of Illinois, the Parties agree as follows:

1. SECTION 24 CREATED.

Section 24 is hereby created as follows:

Prior to this amendment of the annexation agreement for the Lots, the Owners were responsible for various public improvements and related expenses listed on **Exhibit BB**. In lieu of completion of said items listed on **Exhibit BB**, the Owners shall pay, at issuance of the building permit the total amount of thirty one thousand, one hundred ninety dollars and eighty cents (\$31,190.80) (representing a total of \$15,595.40 for each individual Lot) (subject to the next paragraph of this Section 24), in satisfaction of the Lots obligations for the items listed on **Exhibit BB**. Owners shall otherwise comply with all remaining obligations of the Annexation Agreement and development ordinances of the Village. All remaining sections of the Annexation Agreement (and previous amendments, if applicable to these Lots) shall remain in full force and effect.

Until paid, the above referenced fee may be changed by the Village at its discretion as to amount and timing by adoption of a motion or resolution by the Village Board of Trustees. Said adjusted fee shall be effective (30) days after passage of said motion or resolution.

2. SECTION 25 CREATED.

Section 25 is hereby created as follows:

The Parties acknowledge and agree that the terms and conditions of this Amendment, including the payment of new fees, have been reached through a process of good faith negotiation both by Parties

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 and not affecting any other lot or owner other than the Lots, Owners, or their successors in interest, as defined herein, and that the Village is free to negotiate additional amendments (with the same or different terms) with other lot owners without affecting in any way, the validity or enforceability of this Amendment and Agreement. Further this Amendment shall not be construed to benefit any third party, nor act as a release of any other owner, developer or surety's obligations under the original annexation agreement, any amendments thereto, the ordinances of the Village, the Letters of Credit previously posted, the liability of the issuing bank(s) or the FDIC in its action relative to said sureties.

By entering into this agreement, the Owners (and their successors and assigns) hereby waive and release any and all claims against the Village, its officers, agents, consultants, and assigns for any and all claims or damages of any type or character, including the costs of defending any such claims or damages, (including reasonable attorney's fees for attorneys to be chosen at the discretion of the Village) as a result of the actions of the Village in filing *lis pendens* and notices of breach, denial of building permits or other actions taken by the Village to insure the cure of the breach of the Annexation Agreement.

3. SECTION 26 CREATED.

Section 26 is hereby created as follows:

The Owners agree that prior to issuance of a building permit they shall execute and have recorded upon their Lots (and have their Lots subjected to said covenants) the covenants attached hereto as **Exhibit CC**.

4. SECTION 27 CREATED.

Section 27 is hereby created as follows:

The Owners agree as condition of the issuance of the building permit and of this Amendment that Owners shall install at their own expense, the required sidewalk and parkway tree requirements for the Lots in question. To the extent that said sidewalk and/or parkway tree already exist for said Lots, should the Owners damage said sidewalk or parkway tree, they shall be responsible for repair and/or replacement of same. The Owners agree as condition of the issuance of the building permit, and of this Amendment, that they shall also be responsible for insuring that the water service connections, sanitary service connections function to the Village standards (as determined by the Village Engineer) for said Lots and that the Owners shall also be responsible for any and all parkway restoration for said Lots. Owners shall at the time of issuance of the Building permit for said Lots, post a \$5,000.00 cash escrow for any damage to public improvements occurring during construction. Said escrow, if not used, shall be returned (without interest) to Owners upon issuance of the final certificate of occupancy for said Lots.

5. REMAINDER OF AGREEMENT UNAFFECTED; AMENDMENT INTEGRATED IN AGREEMENT, TERM.

The Parties hereby agree and acknowledge that the remaining provisions of the original annexation agreement and previous amendments which are not referenced or amended by this Amendment shall remain in effect for the term of the Agreement. For purposes of construing the provisions of the Agreement, the Parties agree that this Amendment shall be fully integrated

into the Agreement from and after its execution by the Parties. This Amendment shall be binding upon and inure to 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.

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

VILLAGE:

**Village of SUGAR GROVE, an Illinois
municipal corporation**

ATTEST:

Tracey Conti,
Village Clerk

Jennifer Konen,
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 _____ and _____, 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 acknowledge that as such Village President and Village Clerk, they signed and delivered the said instrument as President and Village Clerk caused the corporate seal of said Village to be affixed thereto, pursuant to authority, given by the Village of Sugar Grove Village 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 _____, 2024.

Notary Public

OWNERS, LOT 70 & 71:


Jim Petry


Lori Petry

STATE OF ILLINOIS)
)
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Jim Petry & Lori Petry personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and they signed and delivered the said instrument.

Given under my hand and official seal, this 27th day of May, 2024.




Notary Public

LIST OF EXHIBITS

- Exhibit AA Legal Description of Lot
- Exhibit BB List of Public Improvements being addressed for
this Lot only by payment of an additional fee
- Exhibit CC Covenants to be recorded against Lot

EXHIBIT AA

Legal Description of Lots

Lot 70 in Hannaford Farm Subdivision Unit 2 being a subdivision located in the South half of Section 4, Township 38 North, Range 7 East of the Third Principal Meridian in Kane County, Illinois according to the plat thereof recorded as document number 2007K038156 in the Kane County Recorder's Office.

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EXHIBIT BB

Public Improvements

The improvements include some grading to accommodate the overland flow route, sanitary sewer manhole repairs and adjustments, valve vault and fire hydrant repairs and adjustments, storm sewer and structure repairs, adjustments and installation, curb and gutter repairs, pavement patching and replacement as required, surface course installation on roadways of the internal subdivision and Denny Road, minor sidewalk repairs, signage repairs and replacement, streetlight repairs, landscaping, minor restoration within the right of way adjacent to common areas, bike path repairs, additional bike path installation and replacement along Wheatfield and Redbud, soil erosion control necessary to complete these improvements, record drawing preparation, and fees associated with engineering, attorney, and snowplowing for the Hannaford Farm subdivision.

EXHIBIT CC

Conditions, Covenants and Restrictions

Conditions Covenants and Restrictions (CCR's) recorded as
document number 2011K026408 in the Kane County Recorder's Office