

# Request for City Council Action

**Date:** June 9, 2015

<b>Agenda Section:</b> Public Hearings  <b>No. 4</b>	<b>Originating Department:</b>  Planning Services/Legal
<b>Item:</b> A public hearing on a proposed Annexation Agreement between the City of Carbondale and the Owners of the Country Village Subdivision  <b>No. 4.1</b>	<b>Approved:</b>

**Background and Summary:**

The owners of the Country Village Subdivision located on Old Route 13 have submitted a request to connect onto the City of Carbondale’s sanitary sewer system. The Country Village subdivision is located outside of Carbondale City limits, but within the City’s mile and one-half zoning jurisdiction. As per Resolution 95-R-62, no connection to the City utilities shall be approved outside of the City limits without an annexation agreement being entered into between the property owner and the City. The proposed annexation agreement between the City of Carbondale and the owners of the Country Village Subdivision satisfies this requirement.

1. The City agrees to connect all structures with sanitary sewer needs to the municipal sanitary sewer system.
2. The owners agree to annex the property to the City when the property becomes contiguous.

Attached for City Council review are the following:

1. A copy of the Annexation Agreement.
2. A location map.

**Recommended Action:**

It is recommended that the City Council open and conduct a public hearing on the proposed annexation agreement between the City of Carbondale and the owners of the Country Village Subdivision.

Engineering Approval Obtained	Finance Approval Obtained	Legal Approval Obtained	Approval Obtained	Manager’s Approval Obtained
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Council Action: Motion by \_\_\_\_\_ 2<sup>nd</sup> by \_\_\_\_\_ to \_\_\_\_\_



ANNEXATION AGREEMENT

THIS AGREEMENT, made and entered into the \_\_\_\_ day of \_\_\_\_\_, A.D., 2015, by and between the CITY OF CARBONDALE, ILLINOIS, (hereinafter referred to as the "CITY"), a municipal corporation, and TLM, LLC; TP & MP, LLC; and Kimberly Hall, both personally and as successor for the Country Village Homeowner's Association; (hereinafter referred to as the "OWNERS").

WITNESSETH:

WHEREAS, the OWNERS are the OWNERS of record to certain real property, the legal description of which is attached hereto and made a part hereof as Exhibit A (which real estate is hereinafter referred to in its entirety as "Tract A"); and,

WHEREAS, Tract A is not contiguous to the city limits of the City of Carbondale, but it is anticipated it will become contiguous to the CITY in the future; and,

WHEREAS, the CITY desires to annex Tract A to the City as soon as it becomes contiguous to the city limits; and,

WHEREAS, the OWNERS desire to connect the property within the Country Village Subdivision to the City of Carbondale Sanitary Sewer System; and,

WHEREAS, the City of Carbondale is a home rule unit as provided by Article VII of the 1970 Constitution for the State of Illinois; and,

WHEREAS, the CITY, after due and careful consideration, has concluded that the annexation of said real estate to the City on the terms and conditions hereinafter set forth would further the growth of the City, enable the City to control the development of the area, and subserve the best interests of the City; and,

WHEREAS, a proposed annexation agreement in substantially the same form as this Agreement was submitted to the City Council of the City of Carbondale and a public hearing was held on the 9<sup>th</sup> day of June, 2015, pursuant to notice, as provided by State Statute;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereby agree as follows:

Section 1. This Agreement is made pursuant to and in accordance with the provisions of Section 11-15.1-1 et. seq., of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1 et seq., and Article VII of the Constitution of the State of Illinois.

Section 2. The OWNERS warrant that they are the sole owners of Tract A.

Section 3. The OWNERS, their heirs, successors, or assigns, agree to annex Tract A to City of Carbondale, upon said property becoming contiguous to the City through interim annexation or annexations of other territory to the City. Said OWNERS shall, upon contiguity of the property to the City, submit a petition to annex bearing the signatures of the OWNERS and all eligible electors residing on the property. In order to facilitate securing the electors' signatures,

the OWNERS shall require in all leases, rental agreements, or deeds a condition requiring the eligible electors to sign an annexation petition when needed to comply with this Agreement.

Section 4. The CITY agrees to connect the property identified on Tract A to the City of Carbondale's Sanitary Sewer System.

Section 5. This Agreement shall not affect the OWNERS' liability for any special assessment, sewer connection fees or sewer charges applicable to Tract A.

Section 6. This Agreement shall be recorded by the City Clerk in the office of the County Recorder of Jackson County.

Section 7. This Agreement shall be construed as a covenant running with the land, and the CITY and the OWNERS, jointly or severally, may either in law or in equity by suit, action, mandamus or other proceeding, enforce and compel performance of this Agreement.

Section 8. This Annexation Agreement shall be binding on and insure to the benefit of the parties hereto, their heirs and assigns, any lessee of the property, any successor owners of land subject to this Agreement, any successor municipal authorities of the City and any successor municipalities for a period of twenty (20) years from the date of execution of said Agreement; provided that the City may renew said Agreement for an additional twenty (20) year period by giving at least sixty (60) days' notice of said extension of the agreement, in writing, prior to the expiration of the initial twenty (20) year term.

Section 9. Should any Section of this Annexation Agreement be held invalid under the laws of the State of Illinois or the United States, the parties agree that all remaining Sections not found to be invalid shall continue to be in full force and effect and shall be enforceable by either party.

IN WITNESS WHEREOF, the CITY, and the OWNERS, have hereunto set their hands and seals and have caused this instrument to be executed by their duly authorized officials and the corporate seal affixed hereto, all on the day and year first above written.

APPROVED: \_\_\_\_\_  
John M. Henry, Mayor

ATTEST: \_\_\_\_\_  
Jennifer Sorrell, City Clerk

OWNERS:

By: \_\_\_\_\_  
Kimberly Hall, both personally and as  
successor for the Country Village  
Homeowner's Association

By: \_\_\_\_\_  
TLM, LLC

By: \_\_\_\_\_  
TP& MP, LLC

STATE OF ILLINOIS )

) SS

COUNTY OF JACKSON )

I, \_\_\_\_\_, in and for said County, in the State aforesaid, DO  
HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be the Mayor of  
the City of Carbondale, and \_\_\_\_\_ personally known to me to be the  
City Clerk of said City, 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 such Mayor and City Clerk, they signed and delivered the said instruments as  
Mayor and City Clerk of said City, and caused the corporate seal of said City to be affixed thereto,  
pursuant to authority, given by the City Council of the City of Carbondale, as their free and  
voluntary act, and as the free and voluntary act and deed of said City, for the uses and purposed  
therein set forth

GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, A.D.  
20\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS )

) SS

COUNTY OF JACKSON )

I, \_\_\_\_\_, in and for said County, in the State aforesaid, DO  
HEREBY CERTIFY that \_\_\_\_\_, 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 they signed and delivered the said instruments as their free  
and voluntary act and deed of said City, for the uses and purposed therein set forth

GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, A.D.  
20\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS )

) SS

COUNTY OF JACKSON )

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20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS )

) SS

COUNTY OF JACKSON )

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20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

Exhibit A

**LEGAL DESCRIPTION- Country Village Subdivision**

The property commonly known as County Village located on Old Route 13 East.

Country Village Subdivision, more particularly described as follows: The following is the detailed description of said parcel: Commencing at the North-west corner of the Northeast Quarter of the Southeast Quarter of Section 13, Township 9 South, Range 1 West of the 3<sup>rd</sup> Principal Meridian, Jackson County, Illinois; thence East along the North line of said Quarter, Quarter Section, a distance of 643.50 feet (39 Rods) to the point of beginning for this description; from said point of beginning, thence continuing Easterly along the said North line of said Quarter, Quarter Section, a distance of 684.91 feet to a point in the Westerly right-of-way line of a public road, said right-of-way line located 20 feet West of and parallel with the East line of said Quarter, Quarter Section; thence Southerly with a deflection angle of  $90^{\circ}-17'-30''$ , along said Westerly right-of-way line of public road and along a line parallel with the East line of said Quarter, Quarter Section, a distance of 62.52 feet to a point of intersection with the Northwesterly right-of-way line of S.B.I Route 13; thence Southwesterly with a deflection angle of  $41^{\circ}-36'-36''$ , along the said North-westerly right-of-way of S.B.I Route 13 of distance of 491.60 feet to a point; thence Westerly with a deflection angle of  $48^{\circ}-01'$ , a distance of 358.50 feet (21 Rods and 12 feet) to a point; thence Northerly with a deflection angle of  $90^{\circ}-23'$ , a distance of 429.00 feet (26 Rods) to the point of beginning.

# Location Map Country Village Annexation Agreement

Anag 16-01  
Old Route 13

## Legend

 Subject Property

 Parcels

0 250 500 Feet



NORTH

Court Rd

Crab Apple Ln

N County Line Rd

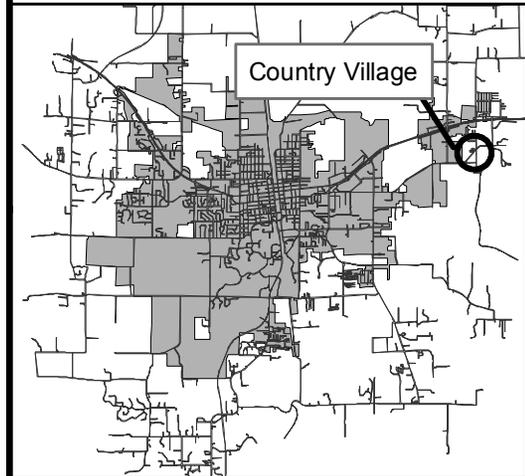
Playport Rd

Old Route 13

Webb Rd



## City of Carbondale



Country Village