

ORDINANCE NO. 514

VILLAGE OF BELLEVUE, ILLINOIS

AN ORDINANCE AUTHORIZING THE  
EXECUTION OF AN ANNEXATION AGREEMENT FOR  
PROPERTY OWNED BY HAMPTONS CROSSING, LLC.

\*BELLEVUE

WHEREAS, the Village Board of Trustees has determined that it is in the best interests of the Village to enter into an Annexation Agreement with Hamptons Crossing, <sup>Bellevue</sup> LLC, an Illinois limited liability company ("Owner") pertaining to property owned by the Owner; and

WHEREAS, an Annexation Agreement for such purpose has been drafted, a copy of which is attached hereto and made a part hereof; and

WHEREAS, the Agreement calls for rezoning of the property involved, once annexed, and the Village Zoning Commission has recommended in favor of such rezoning; and

WHEREAS, the legal owner of record of the territory which is the subject of said Agreement, the Owner, is ready, willing and able to enter into said Agreement and to perform the obligations as required thereunder; and

WHEREAS, the statutory procedures provided in Division 15.1 of Article 11 of the Illinois Municipal Code, as amended, for the execution of said Annexation Agreement have been fully complied with;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BELLEVUE, PEORIA COUNTY, ILLINOIS, AS FOLLOWS:

Section 1: It is hereby determined that it is advisable, necessary and in the public interest that the Village enter into an Annexation Agreement with the Owner covering the property more particularly described in Exhibit A to the form of Agreement attached hereto.

Section 2: Said Agreement shall be substantially in the form of the Agreement attached hereto and made a part hereof.

Section 3: From and after the effective date of this Ordinance, the President and Clerk of the Village are hereby authorized and directed to execute said Agreement herein provided for, and to do all things necessary and essential, including the execution of any documents and certificates, necessary to carry out the provisions of said Agreement.

PASSED AND APPROVED THIS 13<sup>th</sup> DAY OF MAY, 2002.

6 AYES

0 NAYS

0 ABSENT

VILLAGE OF BELLEVUE, ILLINOIS

By: Ralph E. Wilson  
Ralph E. Wilson, President

Attest: Carol A. Payne  
Carol A. Payne, Clerk

## ANNEXATION AGREEMENT

THIS AGREEMENT is made by and between the Village of Bellevue, Peoria County, Illinois, a municipal corporation (hereinafter the "Village"), and Hamptons Crossing, LLC, an Illinois limited liability company (hereinafter "Petitioner").

### RECITALS

WHEREAS, Petitioner owns certain parcels of real estate which lie in unincorporated Peoria County, Illinois, immediately adjacent and contiguous to the Village, more particularly described on the attached Exhibit A (the "Property"); and

WHEREAS, the Petitioner proposes to develop the real estate described on Exhibit B attached hereto and made a part hereof (the "Project Site"), which includes the Property, into a single-family and two-family residential subdivision to be known as the Hamptons Crossing, in substantial accordance with the specifications and residential restrictions delivered to the Village Board of Trustees by Petitioner; and

WHEREAS, the Petitioner proposes to complete the Project in two (2) separate phases, with phase 1 to be the development of no less than fourteen (14) duplex/townhouse lots and eighteen (18) single-family residential lots ("Phase 1") and phase 2 to be the development of no less than thirty-six (36) single-family residential lots ("Phase 2"); and

WHEREAS, it is the desire of Petitioner to annex the Property to the Village; and

WHEREAS, it is the desire of the Village to annex the Property and facilitate its development; and

WHEREAS, the Village Board of the Village, after due and careful consideration, has concluded that the annexation of the Property would further the growth of the Village, enable the Village to control the development of the area, increase the taxable value of the property within the

Village, extend the corporate limits and jurisdiction of the Village, permit the sound planning and development of the Village and serve the best interests of the Village and its residents; and

WHEREAS, pursuant to the provisions of Section 11-15.1-1, *et seq.* of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 *et seq.*), this proposed Annexation Agreement was submitted to the Village Board for the Village and a public hearing was held thereon pursuant to notice, as provided by statute;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, IT IS HEREBY AGREED as follows:

1. Annexation. Petitioner agrees to execute and deliver to the Village a Petition for Annexation requesting annexation of the Property to the Village, contingent on the approval and execution of this Agreement by the Village. The Village agrees to annex the Property to the Village, upon compliance with all applicable procedural requirements.

2. Rezoning. Immediately upon annexation of the Property, the Village agrees to adopt an ordinance amending the zoning map of the Village to rezone the property to the R-1, General Residential District.

3. Subdivision Plat Approval. Immediately upon annexation of the Property to the Village, Petitioner shall submit a preliminary subdivision plat together with a storm water drainage plan to the Village Enforcement Officer for review and approval by the Village Engineer and such other Village representatives in accordance with the Village ordinances and generally accepted engineering practices, and all such other ordinances, laws, rules or regulations governing the subdivision of land, the construction of public improvements, development standards and storm water drainage and retention, including but not limited to the Illinois Plat Act (765 ILCS 205/1 *et seq.*). Upon approval of the preliminary subdivision plat, Petitioner shall commence construction of the Public Improvements and the final subdivision plat shall be approved in accordance with the applicable Village ordinances.

4. Public Improvements. At no cost to the Village, Petitioner shall design and construct the public right-of-way and roads (which shall include sidewalks), sanitary sewer, storm water drainage and such other utilities for the Project (the "Public Improvements") in accordance with plans and specifications reasonably acceptable to the Village Enforcement Officer and the Village Engineer and such other Village representatives and in accordance with the requirements set forth in the applicable Village ordinances and generally accepted engineering practices. Such Public Improvements may be completed by Petitioner in two phases, referred to as Phase 1 and Phase 2 (as defined above). Upon completion of the Public Improvements, Petitioner shall dedicate the right-of-way to the Village (at no cost to the Village), and the Village shall accept such dedication.

5. Contribution Toward Public Improvements. The Village shall reimburse Petitioner in an amount equal to One Hundred Thousand Dollars (\$100,000) of Petitioner's cost of designing and constructing the Public Improvements. The Village shall pay such reimbursement to Petitioner in two (2) equal installments of Fifty Thousand Dollars (\$50,000), payable as follows:

(i) the first installment (the "Phase 1 Reimbursement") to become due upon completion of the Public Improvements for Phase 1 of the Project and receipt by the Village of documentation acceptable to the Village evidencing the acceptance of such Public Improvements by the Village, the Greater Peoria Sanitary Sewer District and such other governing bodies with jurisdiction of such Public Improvements;

(ii) the second installment (the "Phase 2 Reimbursement") to become due upon completion of the Public Improvements for Phase 2 of the Project and receipt by the Village of documentation acceptable to the Village evidencing the acceptance of such Public Improvement by the Village, the Greater Peoria Sanitary Sewer District and such other governing bodies with jurisdiction of such Public Improvements.

The Phase 1 Reimbursement shall be forfeited by Petitioner in the event the Public Improvements for Phase 1 of the Project have not been completed by Petitioner on or before May 1, 2003. The Phase 2 Reimbursement shall be forfeited by Petitioner in the event the Public Improvements for Phase 2 of the Project have not been completed by Petitioner on or before October 1, 2005.

6. Prevailing Wages. Any contracts for the Public Improvements shall provide for compliance with the Illinois Prevailing Wage Act, 820 ILCS 1301/6 *et seq.*, and for a performance bond and a labor and material payment bond for such work from a surety company licensed to do business in the State of Illinois with a general rating of A- or better and a financial size category of Class X in Best's Insurance Guide, each in the penal sum of the contract price.

7. General Provisions.

(a) The provisions of this Annexation Agreement shall control over the provisions of any Village ordinances, codes or regulations which are in conflict herewith.

(b) This Annexation Agreement shall be binding upon the successor owners of record of the Property, electors residing within the Property, and upon successor municipal and governmental authorities.

(c) Non-agricultural development of the Property will require connection to public water and public sewer, adherence to the Village erosion control regulations, and other regulations affecting property within the Village, *i.e.* building codes and subdivision requirements.

(d) This Annexation Agreement and the rights of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Illinois. Any litigation concerning this Annexation Agreement shall be commenced in Peoria County, Illinois.

(e) In the event that either party or their successor should find it necessary to retain an attorney for the enforcement of any provisions hereunder occasioned by the default of the other party, the party not in default shall be entitled to recover reasonable attorney's fees and court costs incurred whether the attorneys' fees are incurred for the purpose of negotiations, trial, appellate or other services.

(f) This Annexation Agreement may be enforced as provided by law and the parties may be civil action, mandamus, injunction or other proceedings, enforce and compel performance of this Annexation Agreement.

(g) The parties shall execute and deliver such additional documentation as may be necessary to implement this Annexation Agreement.

(h) This Annexation Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, grantees and assigns.

(i) The term of this Annexation Agreement shall be 20 years.

(j) This Annexation Agreement may be executed in counterparts, each of which shall be deemed an original, all of which shall constitute one document.

(k) This Annexation Agreement may be amended only by a written agreement executed by all parties hereto.

IN WITNESS WHEREOF, the Village and Petitioner have caused this Annexation Agreement to be executed as of \_\_\_\_\_, 2002.

<sup>BELLEVUE,</sup>  
HAMPTONS CROSSING, LLC.

VILLAGE OF BELLEVUE, ILLINOIS

By: *Richard Egan*  
Its: *Managing Partner*

By: *Ralph E. Wilson*  
Ralph E. Wilson, President

ATTEST: *Carol A. Payne*  
Carol A. Payne, Village Clerk