

**VILLAGE OF TOLONO, ILLINOIS  
AN ORDINANCE APPROVING  
ANNEXATION AGREEMENT AND  
ANNEXING PROPERTY  
COMMONLY KNOWN AS  
NOEL FARMS**

Ordinance No. 02-03

**WHEREAS**, pursuant to provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1, et seq. and any other applicable statutes, the Village of Tolono desires to enter into an Annexation Agreement (a copy of which is attached hereto and by reference incorporated herein) this date with Petitioner, and approved Petitioner's petition to annex under the terms of said Annexation Agreement.

**WHEREAS**, pursuant to a duly noticed and conducted meeting of the Village of Tolono Planning Commission, said Commission has reviewed the Annexation Agreement, Petitioner's Petition to Annex under the terms of said Annexation Agreement, considered public comment, and all other matters and has recommended to the Board of Trustees that the Village approve the Annexation Agreement and annex said property under the terms of the petition subject to the terms of the Annexation Agreement; and

**WHEREAS**, the Board of Trustees, at a duly held meeting this date has reviewed and considered the recommendations of the Planning Commission, public comment, the proposed agreement, and all other matters and finds that it is in the best interest of the Village to approve the Annexation Agreement and annex the property legally described therein, and assign it the zoning classification AG-1 Agricultural, subject to the terms of the Annexation Agreement

**NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF VILLAGE OF TOLONO AT A DULY HELD MEETING THIS DATE, AS FOLLOWS:**

1. The Board of Trustees hereby approves of and authorized the execution by its President of the Annexation Agreement.

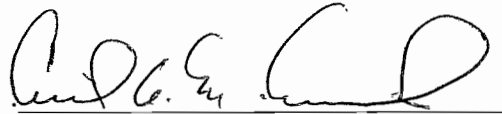
2. The Village of Tolono hereby annexes the property legally described therein assigning to it a zoning classification of AG-1 Agricultural under the terms and provisions of the Tolono Municipal Code, subject to the terms of the Annexation Agreement.

2. The Village Clerk is hereby directed and authorized to execute a certificate of Annexation for use in recording and send notice of annexation to appropriate districts and taxing authorities.

3. This Ordinance shall be in full force and effect upon passage and shall be published in pamphlet form in accordance with applicable law.

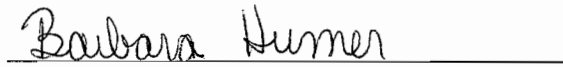
Passed, Approved and Adopted this 4<sup>th</sup> day of June, 2002

Approved



Cecil McCormick, President  
Village Board of Trustees

Attest

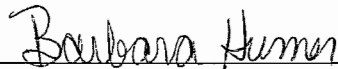


Barbara Humer  
Village Clerk

## CERTIFICATE OF AUTHENTICATION

The undersigned, the duly the Clerk of the Village of Tolono, organized under the laws of the State of Illinois and situated in Champaign County, Illinois, hereby certifies that the attached document entitled "An Ordinance Annexing Property Commonly Called Noel Farms" is a true and valid copy of such ordinance as duly adopted by the Village of Tolono on the 4<sup>th</sup> day of June, 2002.

Dated this 4<sup>th</sup> day of June, 2002.

  
\_\_\_\_\_  
Village Clerk

## ANNEXATION AGREEMENT

This Agreement, made and entered into this 1<sup>st</sup> day of May, 2002 by and between the VILLAGE OF TOLONO, ILLINOIS, municipal corporation, by and through its Board of Trustees, being its corporate authorities, hereinafter referred to as "Village", and RICHARD M. NOEL, individually and as Executor of the Estate of MELISSA M. NOEL Deceased, hereinafter referred to as "Owner".

### WHEREAS:

A. Owner, is the sole owner of record of the real estate described on the attached Exhibit A herein referred to as "Tract"; and

B. The Tract consists of approximately 64.5 acres, more or less; and

C. The Tract is zoned AG 1 Agriculture, by the County of Champaign; and

D. It is the desire of the Owner to reflect, in writing, its representations to the Village concerning its agreement to annex said Tract to the Village, subject and pursuant to the terms and conditions hereinafter set forth; and

E. The Village and Owner find it necessary and desirable that the Tract be annexed to the Village with a zoning classification of Agriculture District AG-1, under the terms and provisions of the Tolono Municipal Code, as amended, and subject to these terms and conditions set forth in this agreement; and

F. Pursuant to the provisions of Section 11-15.1-1 et.seq. of the Illinois Municipal Code (1992 Illinois Compiled Statutes, thereon pursuant to notice, all as provided by said statutory provisions 65), this Annexation Agreement, in substance and in form, was submitted to said Village and its corporate authorities and a public hearing was held thereon pursuant to notice, all as provided by said statutory provisions; and

G. The Village, through its corporate authorities, after due and careful consideration finds that the annexation of said Tract on the terms and conditions hereinafter set forth will serve to further the growth of the Village and enhance its revenues and serve the best interest of the Village and its citizens.

NOW THEREFORE, in consideration of all of the foregoing and the benefits accruing to the Village and the Owner, by virtue of the execution of this Agreement, the said parties hereby covenant and agree, one with the other, as follows:

Section 1. Definitions. As used in this Agreement, the following words shall have the meanings ascribed to them in this Section:

(a). "Tract" means the real estate affected by this Agreement described on the attached Exhibit A.

(b). "Agreement" means this Annexation Agreement.

(c). "Zoning Ordinance" means the Zoning Provisions of the Tolono Municipal code, as amended or hereafter amended.

Section 2. Representation and Obligations of Owner.

(a). Owner represents that it is the sole owner of record of the Tract and said Owner agrees to annex the Tract to the Village subject and pursuant to the provisions of this Agreement.

(b). Owner agrees to cause the Tract to be annexed to the Village filing or causing to be filed with the Clerk of the Village prior to the Village's approval of any final plat for all or any portion of the Tract a written petition signed by the Owner(s) of record of the Tract and any electors residing thereon, said petition requesting annexation of those portions of the Tract which are to be final platted to the Village and being in proper form to allow annexation of the entirety of the Tract pursuant to chapter 24, Section 7-1-1 et seq. of the Illinois Revised Statutes, 1991, as amended within sixty (60) days of the Tract becoming contiguous with the corporate limits of the Village of Tolono, whichever is later.

(c). Owner agrees to accept a zoning classification for the Tract of Agriculture District, AG-1 in accordance with the provisions contained within the Village Zoning Ordinance and subject to the terms and conditions set forth in this Agreement.

(d). Owner shall take no action nor omit to take action during the term of this Agreement which act or omission, as applied to the Tract, would be a breach hereof, without first procuring a written amendment to this Agreement duly executed by the Owner and the Village.

It shall not be a breach of this Agreement for Owner to sell or grant a security interest in the Tract to any third person provided that such sale or grant shall be subject to the provisions of this Agreement.

(e) Owner agrees and hereby stipulates that the Village, by its approval, execution, or delivery of this Agreement does not in any way relinquish or waive any authority it may have to annex the Tract in the absence of this Agreement.

(f). Owner agrees to not take any action to disconnect or allow the disconnection of the Tract from the Village once it is annexed.

(g). Owner shall notify Village immediately of any suit brought against Owner challenging the terms and conditions of this agreement or any covenant required by this Agreement regarding the future annexation of the Tract. Owner shall allow the Village to direct and control, at the Village's cost, the defense of such suit.

Section 3. Representations and Obligations of Village.

(a). Village shall expeditiously annex any portion of the Tract when property and effectively requested to do so by submission of a legally sufficient petition by Owner by enacting such ordinances as may be necessary and sufficient to legally and validly annex the Tract to the Village.

(b). Upon annexation of the Tract to the Village, Village shall take any action necessary to zone the Tract Agricultural in accordance with the provisions contained within the Village Zoning Ordinance subject to the terms and conditions set forth in this agreement.

(c). Village shall take no action nor omit to take action during the term of this Agreement which act or omissions, as applied to the Tract, would be a breach hereof, without first procuring a written amendment to this Agreement duly executed by Owner and Village.

(d). Village agrees to abate its portion of real estate taxes liened against the within property until such time as Owner petitions for a change in zoning use and/or variance or upon the termination of this Annexation Agreement, whichever is earlier

Section 4. Term of this Agreement. The term of this Agreement shall be for a period commencing upon execution by the Village and Owner and expiring twenty (20) years from the year and date first above written. To the extent permitted by law, the village and Owner agree that in the event the annexation of the Tract on the terms of this Agreement is challenged in any court proceeding, the period of time during which such litigation is pending shall not be included in calculating the said twenty (20) year term.

Section 5. Covenant Running with Land. The terms of this Agreement constitute a covenant running with the land and are hereby expressly made binding upon all heirs, grantees, lessees, executors, assigns and successors in interest of the Owner as to all or any part of the Tract and are further expressly made binding upon said Village and the duly elected or appointed successors in office of its corporate authorities.

If Owner shall sell or transfer title to the real estate described on Exhibit "A" of this Agreement to a third-party during the term of this Agreement, it shall become the duty and the obligation of the successor in title to keep and perform all of the covenants, conditions and obligations on the part of the Owner to be made and performed, pursuant to this Agreement.

Section 6. Enforcement. The Owner and Village agree and hereby stipulate that any part to this Agreement may, by civil action, mandamus, action for writ of injunction or other proceeding, enforce and compel performance of this Agreement.

Section 7. Contractual Inducement. The undertakings and covenants herein contained to be performed on the part of the Village are the inducements for the Owner to agree to petition for annexation of the Tract to Village and for Village to accept such annexation in accordance with this Agreement.

Section 8. Liquidated Damages. Owner agrees that for each day after the date Owner should submit a Petition to annex to the Village pursuant to Section 2 which the Owner fails to submit such Petition, Owner shall pay to the Village the sum of Fifty Dollars (\$50.00) per day per Tract or subdivided lot if the Tract is subdivided, whichever amount is greater, as reasonable compensation to the Village for damages it will incur as the result of such delay. For purposes of this Section only, the date these liquidated damages shall commence to accrue shall be the later of thirty (30) days after the Village sends notice to the Owner that the property is contiguous to the Village whichever is later. Each Owner of any part of the Tract shall be responsible for the liquidated damages accruing as the result of the failure to annex the part of the Tract owned by that Owner. Payment shall be due the Village immediately and paid to the Village within five (5) days of the Village sending a bill to the Owner at the address of the Owner of the Tract or lot in whose name the taxes were last billed or paid.


Section 9. Severability. If any provision of this Agreement is rendered invalid for any reason, such invalidation shall not render invalid other provisions of this Agreement which can give effect without the invalid provision.

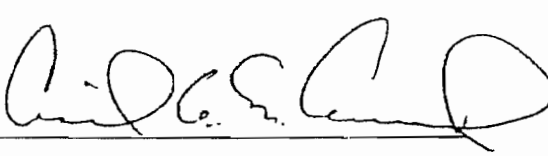
Section 10. Recording. The Village and Owner intend that this Agreement shall be recorded in the office of the Champaign County Recorder.

IN WITNESS WHEREOF, the Village and Owner have caused this Agreement to be executed in their respective capacities effective as of the day and year first above written.

OWNER:

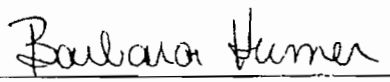
VILLAGE:

By: 

By: 

RICHARD M. NOEL, individually and as Executor  
of the Estate of MELISSA M. NOEL,  
Deceased

BOARD PRESIDENT

ATTEST:   
VILLAGE CLERK

ANNEXATION PLAT  
NOEL FARM  
PARTS OF SECTIONS 23, 24, 25, & 26, OF T. 18 N., R. 8 E., 3<sup>RD</sup> P.M.  
CHAMPAIGN COUNTY, ILLINOIS

ANNEXATION DESCRIPTION

THE SOUTH 500 FEET OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 18 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE RIGHT-OF-WAY OF THE ILLINOIS CENTRAL RAILROAD COMPANY; ALSO

THE SOUTH 500 FEET OF THE WEST 1029.22 FEET OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 18 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO

THE TRACT OF LAND DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 18 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE EAST WITH THE SECTION LINE 108 RODS; THENCE SOUTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID SECTION 90 RODS TO THE CORNER OF THE LOT CONVEYED BY ISAAC LARMON AND WIFE TO ALEXANDER TAYLOR; THENCE WEST WITH THE NORTH LINE OF SAID LOT, AND THE LOTS CONVEYED BY THE SAME PARTIES TO HARRIET A. TAYLOR AND GEORGE W. ADAMS AND OTHER TO THE NORTHEAST CORNER OF BLOCK 62 IN JUDGE LARMON'S ADDITION TO THE TOWN OF TOLONO; THENCE WESTWARD WITH THE LINE OF SAID BLOCK AND WITH THE NORTH LINE OF LOTS 15 AND 2 IN BLOCK 57, AND LOT 15 IN BLOCK 51 TO THE NORTHEAST CORNER OF LOT 2, BLOCK 51; THENCE NORTH 50 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 51; THENCE WEST WITH THE LINE OF SAID LOT TO THE EAST LINE OF THE ILLINOIS CENTRAL RAILROAD COMPANY'S RIGHT-OF-WAY; THENCE NORTH WITH THE SAID LINE TO THE SECTION LINE; THENCE EAST WITH THE SECTION LINE TO THE PLACE OF BEGINNING, SITUATED IN THE COUNTY OF CHAMPAIGN IN THE STATE OF ILLINOIS.

EXCEPT:

PART OF THE NORTHEAST QUARTER OF SECTION 26, AND PART OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 18 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS, DESCRIBED AS:

BEGINNING AT A POINT IN THE CENTERLINE OF RIVER ROAD WHICH IS 139.05 FEET EASTERLY OF THE CENTERLINE OF BOURNE AVENUE IN HARDEN'S 1<sup>ST</sup> ADDITION TO TOLONO, ILLINOIS; THENCE NORTHERLY PERPENDICULAR TO SAID RIVER ROAD 25 FEET TO THE SOUTHEASTERLY CORNER OF LOT 41 IN SAID HARDEN'S 1<sup>ST</sup> ADDITION, WHICH IS THE NORTHERLY RIGHT-OF-WAY LINE OF SAID RIVER ROAD; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 41, 16.36 FEET TO THE EASTERLY LINE OF SAID HARDEN'S 1<sup>ST</sup> ADDITION; THENCE NORTHERLY ALONG SAID EASTERLY LINE 153.54 FEET (153.75 FEET, RECORDED) TO A POINT OF INTERSECTION; THENCE CONTINUING NORTHERLY ALONG SAID EASTERLY LINE, 386.52 FEET; THENCE SOUTH 89°29'24" EAST, 631.82 FEET; THENCE SOUTH 0°30'36" WEST, 655.60 FEET, ALONG THE CENTERLINE OF CENTRAL AVENUE EXTENDED TO THE INTERSECTION WITH THE CENTERLINE OF RIVER ROAD; THENCE NORTH 82°42'00" WEST, 701.07 FEET ALONG SAID CENTERLINE TO THE POINT OF BEGINNING, ALL SITUATED IN CHAMPAIGN COUNTY, ILLINOIS.

AND EXCEPT THE PROPERTY DESCRIBED AS:

BEGINNING AT THE EAST LINE OF THE ILLINOIS CENTRAL RAILROAD RIGHT-OF-WAY LINE AND THE NORTHWEST CORNER OF LOT 1, BLOCK 44 OF JUDGE LARMON'S ADDITION TO THE VILLAGE OF TOLONO, ILLINOIS AS RECORDED IN DEED IN BOOK "O" AT PAGE 121 IN THE RECORDER'S OFFICE OF CHAMPAIGN COUNTY, ILLINOIS; THENCE NORTHEASTERLY, ALONG THE EAST LINE OF SAID ILLINOIS CENTRAL RAILROAD RIGHT-OF-WAY, 536.4 FEET; THENCE EAST, 842.2 FEET; THENCE SOUTH 4°20' WEST, 478 FEET; THENCE SOUTH 9°15' WEST, 153.75 FEET; THENCE SOUTH 50°50' WEST, 16.36 FEET; THENCE NORTH 82°37' WEST, 844.05 FEET TO THE POINT OF BEGINNING, ALL SITUATED IN THE VILLAGE OF TOLONO, CHAMPAIGN COUNTY, ILLINOIS.



Exhibit A

AND EXCEPT:

A PART OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 18 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PROPERTY CONVEYED TO THE BOARD OF SCHOOL TRUSTEES OF CHAMPAIGN COUNTY, ILLINOIS, FOR THE USE AND BENEFIT OF COMMUNITY UNIT SCHOOL DISTRICT NUMBER 7 PER QUIT CLAIM DEED RECORDED JANUARY 10, 1956 AS DOCUMENT NO. 581820 IN DEED BOOK 565, PAGE 347, IN THE RECORDER'S OFFICE OF CHAMPAIGN COUNTY, SAID CORNER BEING A POINT ON THE NORTH LINE OF SAID NORTHWEST QUARTER LYING 878.76 FEET WEST OF THE IRON PIN MARKING THE NORTHEAST CORNER THEREOF. FROM SAID POINT OF BEGINNING, THENCE WEST 732.02 FEET ALONG SAID NORTH LINE; THENCE SOUTH 1432.04 FEET ALONG A LINE WHICH FORMS AN ANGLE TO THE RIGHT OF  $90^{\circ}13'24''$  WITH SAID NORTH LINE TO THE NORTH LINE OF NORTHWOOD SUBDIVISION IN TOLONO, ILLINOIS; THENCE EAST 732.01 FEET ALONG SAID NORTH LINE AND THE NORTH LINE OF GUNNING'S ADDITION TO TOLONO, ILLINOIS, WHICH FORM AN ANGLE TO THE RIGHT OF  $90^{\circ}00'34''$  WITH THE LAST DESCRIBED COURSE TO A POINT ON THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE PROPERTY CONVEYED BY SAID DOCUMENT NO. 581820; THENCE NORTH 1435.01 FEET ALONG SAID SOUTHERLY EXTENSION AND ALONG SAID WEST LINE WHICH FORM AN ANGLE TO THE RIGHT OF  $89^{\circ}59'26''$  WITH THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING IN CHAMPAIGN COUNTY, ILLINOIS.

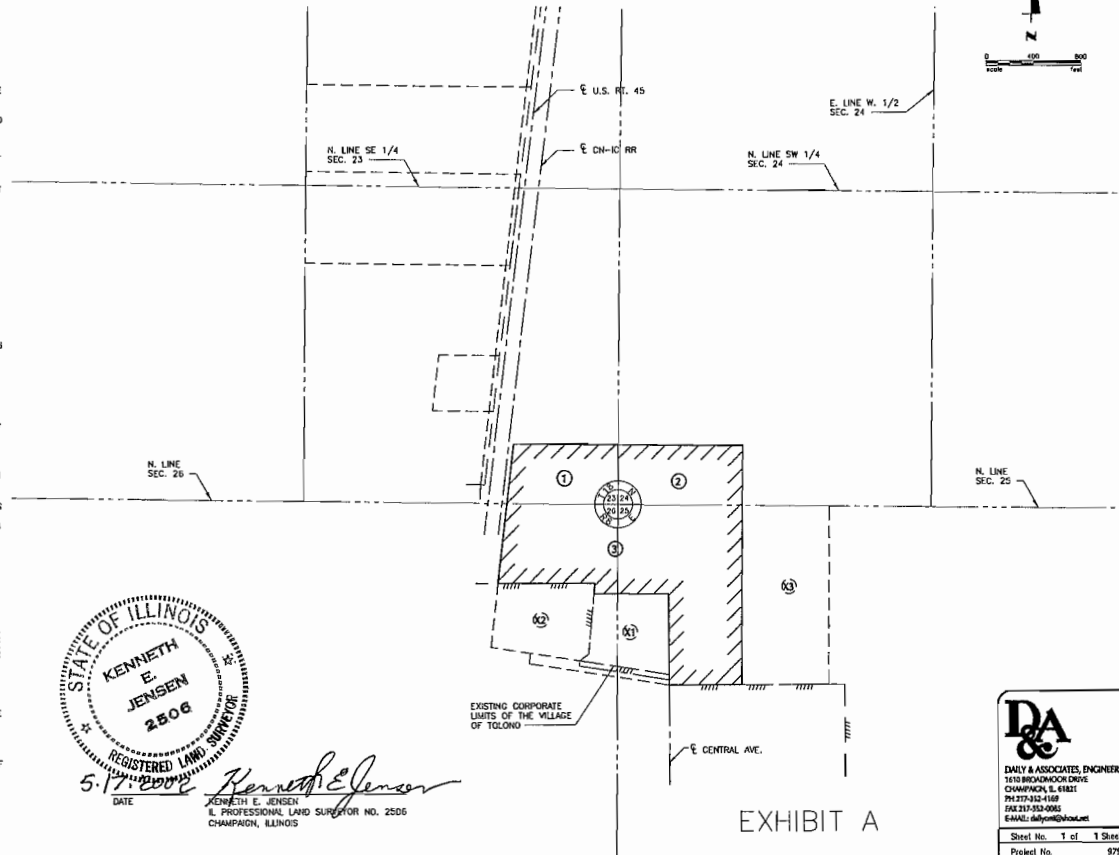
# ANNEXATION PLAT

## NOEL PROPERTY

PARTS OF SECTIONS 23, 24, 25 & 26, ALL OF T. 18 N., R. 8 E., 3rd P.M.  
CHAMPAIGN COUNTY, ILLINOIS

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**DA & C**  
DAILY & ASSOCIATES, ENGINEERS, INC.  
1510 BROADWAY DRIVE  
CHAMPAIGN, IL 61821  
PH: 317-332-1160  
FAX: 317-332-0965  
E-MAIL: ddlyon@dacon.net

Sheet No.	1 of 1
Project No.	879.80
Code File Name	ANNEXATION-879-80.DWG/TITLE