

VILLAGE OF TOLONO
CHAMPAIGN COUNTY, ILLINOIS

ORDINANCE NO. 02-05

**AN ORDINANCE APPROVING
ANNEXATION AGREEMENT AND
ANNEXING PROPERTY
COMMONLY KNOWN AS
FISHER HOMESTEAD**

Adopted by the
Board of Trustees of the Village of Tolono
This 4th day of June, 2002.

Printed in pamphlet form by authority of the President and the Board of Trustees of the Village of Tolono, Champaign County, Illinois. This 4th day of June, 2002.

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Ordinance No. 02-05

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.

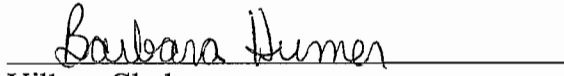
Passed, Approved and Adopted this 4th day of June, 2002

Approved



Cecil McCormick, President
Village Board of Trustees

Attest


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 Fisher Homestead" is a true and valid copy of such ordinance as duly adopted by the Village of Tolono on the 4th day of June, 2002.

Dated this 4th day of June, 2002.

Barbara Dummer
Village Clerk

ANNEXATION AGREEMENT

This Agreement, made and entered into this ____ day of June, 2001 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 RONALD L. FISHER and GLENDA FISHER 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 (93) _____ acres, more or less; and

C. The Tract is zoned 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 there 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 lien against the within property until such time as owner petitions for a change in zoning use and/or variance.

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: Ronald L. Fisher
RONALD L. FISHER

BY: Carl G. E. [Signature]
BOARD PRESIDENT

Glenda Fisher
GLENDA FISHER

ATTEST: Barbara E. Humer
VILLAGE CLERK

ANNEXATION PLAT
FISHER HOMESTEAD
PART OF THE SE 1/4 OF SECTION 14 T. 18 N., R. 8 E., 3RD P.M.
CHAMPAIGN COUNTY, ILLINOIS

ANNEXATION DESCRIPTION

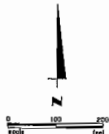
A PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 18 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 14 AND THE (FORMER) WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY ROUTE 45; PROCEED ON A LOCAL BEARING OF NORTH 06°23'35" EAST, ALONG SAID (FORMER) WESTERLY RIGHT-OF-WAY LINE, 408.77 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 85°24'25" WEST, 425.32 FEET; THENCE NORTH 00°06'28" WEST, 200.58 FEET; THENCE SOUTH 85°24'25" EAST, 448.04 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 06°23'35" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 200.00 FEET TO THE TRUE POINT OF BEGINNING, ENCOMPASSING 2.004 ACRES MORE OR LESS,

AND EXCEPT THAT PART CONVEYED FOR HIGHWAY RIGHT-OF-WAY CONTAINING 8,849 SQUARE FEET, MORE OR LESS.

ANNEXATION PLAT

RONALD & GLENDA FISHER PROPERTY

PART OF THE SE 1/4 OF SECTION 14, T. 18 N., R. 8 E., 3rd P.M.
CHAMPAIGN COUNTY, ILLINOIS

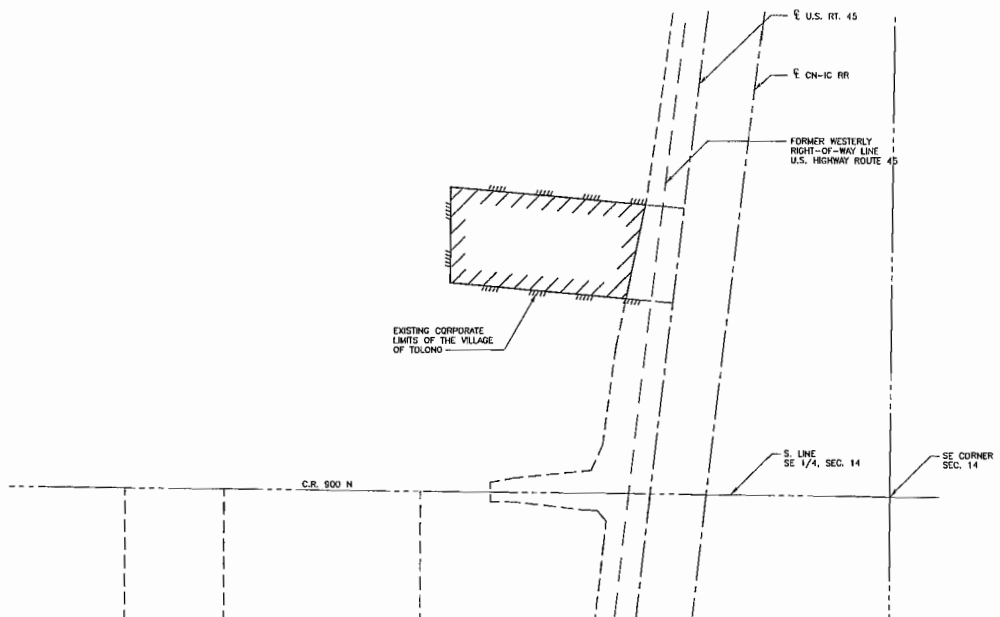


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AND EXCEPT THAT PART CONVEYED FOR HIGHWAY RIGHT-OF-WAY CONTAINING 8,849 SQUARE FEET, MORE OR LESS.



5-17-2002 *Kenneth E. Jensen*
DATE _____ KENNETH E. JENSEN
PROFESSIONAL LAND SURVEYOR NO. 2506
CHAMPAIGN, ILLINOIS



EXHIBIT A



DAILY & ASSOCIATES, ENGINEERS, INC.
1610 BROADMOOR DRIVE
CHAMPAIGN, IL 61821
PH 217-352-4169
FAX 217-352-0983
EMAIL: d&a@dailyand.com

Sheet No. 1 of 1 Sheets
Project No. 979.80
Cad File Name
C:\WORK\0411\979-80\DWG\97980.DWG

Prepared by: DAILY & ASSOCIATES, ENGINEERS, INC. CHAMPAIGN & PEORIA, ILLINOIS & LANSFORD, MICHIGAN

Date of Preparation: May 17, 2002