

VILLAGE OF TOLONO, ILLINOIS

2004- 03

**ORDINANCE ADOPTING
ANNEXATION AGREEMENT
“MAXWELL PROPERTY”**

Adopted by the
Board of Trustees of the Village of Tolono
This 20th day of April, 2004.

Published in pamphlet form by authority of the President and the Board of Trustees of the Village of Tolono, Champaign County, Illinois. This 20th day of April, 2004.

VILLAGE OF TOLONO, ILLINOIS
ORDINANCE ADOPTING
ANNEXATION AGREEMENT
MAXWELL PROPERTY

2004-_____

WHEREAS:

A. The Village of Tolono, by its Board of Trustees hereinafter Village, has determined that growth of the Village is in the best interest of its Citizens; and

B. The Village has considered the proposed Annexation Agreement attached hereto and by reference incorporated herein; and

C. The Village Planning Commission has duly met and considered the contemplated Annexation of the subject property; and

D. The annexation contemplated in the proposed Annexation Agreement will involve Agricultural Zoning which involve no charge in use or classification when the property is annexed into the Village; and

E. The Village has considered all comments, the recommendations of the Planning Commission, the Agreement and all other matters.

**NOW THEREFORE, B E I T O R D A I N E D B Y T H E V I L L A G E O F T O L O N O B Y I T S
B O A R D O F T R U S T E E S A T A D U L Y H E L D M E E T I N G H E L D T H I S D A T E A S
F O L L O W S:**

1. That the Village Board President and Village Clerk are hereby directed and authorized to execute the attached Annexation Agreement on behalf of the Village.

2. 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 20th day of April, 2004.

Village of Tolono by
Its Board of Trustees

By: _____
Cecil McCormick, President
Village Board of Trustees

Attest:

James Byers, Village Clerk

ANNEXATION AGREEMENT

This Agreement, made and entered into this 20th day of April, 2004 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 First Busey Trust and Investment Company as Trustee under the provisions of the Will of the Estate of George I. Maxwell deceased pursuant to Trust A as to 57% and Trust B as to 43% established thereunder, hereinafter referred to as "Owner".

WHEREAS:

- A. Owner, is the sole owner of record of the real estate described on the attached Exhibit A, by reference incorporated herein and herein referred to as "Tract"; and;
- B. The Tract consists of approximately 80 acres, more or less; and
- C. The Tract is currently 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. Owner further desires to be given the right to convey a portion of said property comprising 1.549 acres as described on Exhibit B by reference incorporated herein; and
- F. The Village and Owner find it necessary and desirable that the Tract described on Exhibit A be annexed to the Village with a zoning classification of AG 1, under the terms and provisions of the Tolono Municipal Code, as amended, and subject to their terms and conditions set forth in this Agreement; and
- G. Pursuant to the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1, et seq. (thereon pursuant to notice, all as provided by statute), 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
- H. 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 upon approval of this Agreement by Village Corporate authorities pursuant to a written petition concurrently submitted for Village approval 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.

(c). Owner agrees to accept a zoning classification for the Tract of Ag 1 Agricultural, 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 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 any action challenging the validity of the Annexation..

(g). Owner shall notify Village immediately of any suit brought against Owner challenging the terms and conditions of this Agreement.

(h). Owner shall have the right to convey the parcel described on Exhibit B subject to its inclusion as part of the annexation contemplated for the property described on Exhibit A.

Section 3. Representations and Obligations of Village.

(a). Village shall expeditiously annex any portion of the Tract when 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 Ag 1 – 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 shall consent to Owner's conveyance of the parcel described on Exhibit B subject to its being annexed as part of the larger tract described on Exhibit A.

Section 4. Owner agrees to petition to annex to the Village of Tolono property described as Exhibits A and B pursuant to the terms of this Annexation Agreement within 6 months of execution of this Agreement. Failure to do so shall entitle the Village to sue for specific performance of this provision.

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 B 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 of 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. Special Terms. Village and Owner further agree pending petition by Owner to rezone the property as follows:

(a). The Village expects that the ^{30.051}~~2~~ acre tract, exclusive of the ^{1.549}~~2.045~~ acre tract described on Exhibit B will be used for Production of Agricultural Commodities. Any future buildings or structures for example machine sheds or grain bind that require variances to Village of Tolono Ordinances regarding setback, open space, height, etc. will be considered, but in no case shall buildings or structures be permitted that do not conform to requirements of Champaign County Zoning.

(b). For a period of 20 years extending from the date of annexation to the Village, or until such time as Owner obtains a special use permit which substantially changes the nature of the use of the premises the Village agrees to abate its share of real estate taxes applying to the property described on Exhibit A but not including the property described on Exhibit B or otherwise refund same to Owner. The property described on Exhibit B shall be subject to Village and other real estate and other taxes.

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:

First Busey Trust and Investment Company
as Trustee Aforesaid

By: Duly Authorized Officer for the
Above Referenced Trustee on behalf of
Said Trusts

BY: _____
BOARD PRESIDENT

ATTEST: _____
VILLAGE CLERK

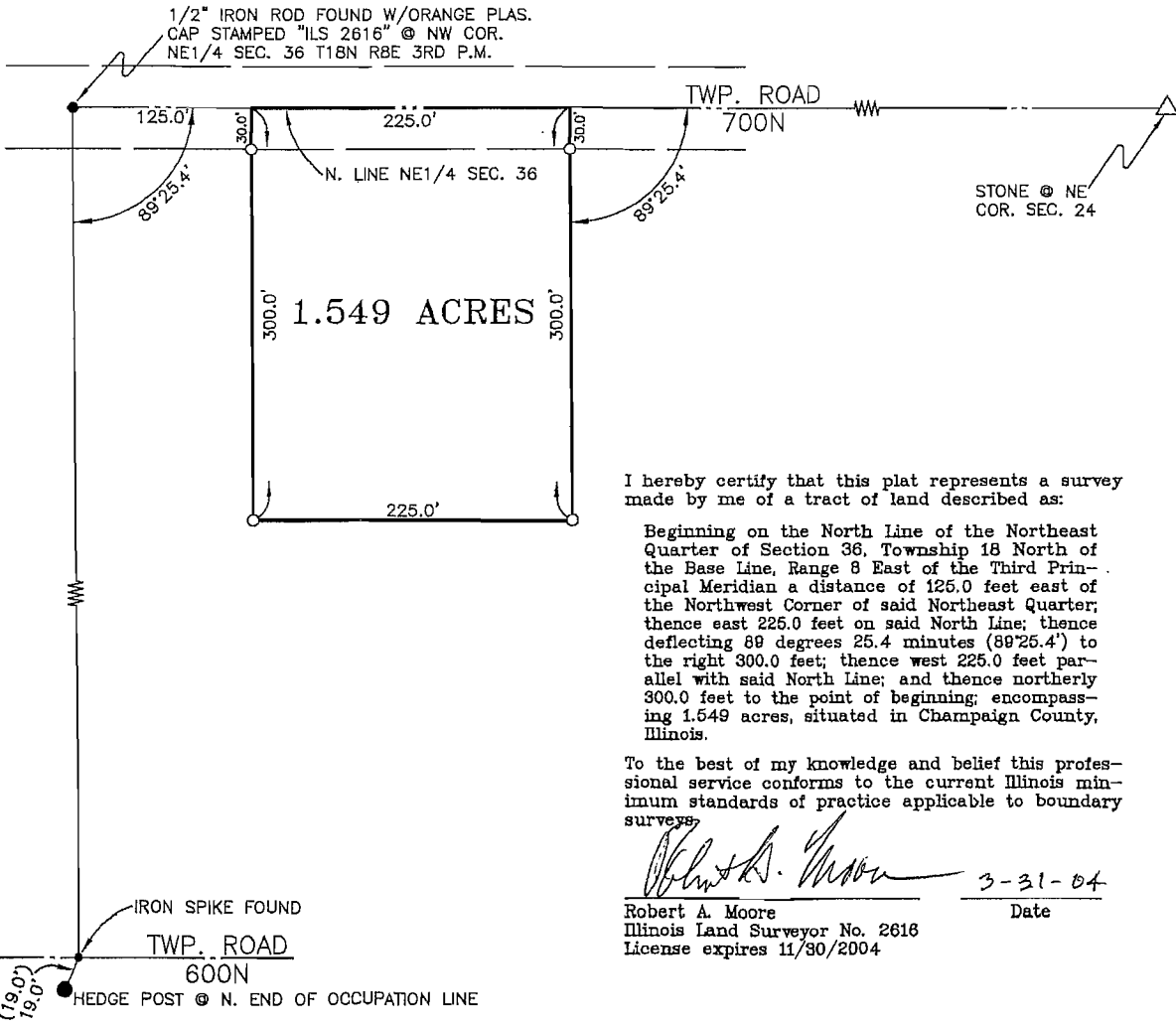
Exhibit A

Legal Description

The West Half of the Northeast Quarter of Section 36, Township 18 North, Range 8 East of the Third Principal Meridian situated in Champaign County, Illinois.

Exhibit B

PLAT OF SURVEY



I hereby certify that this plat represents a survey made by me of a tract of land described as:

Beginning on the North Line of the Northeast Quarter of Section 36, Township 18 North of the Base Line, Range 8 East of the Third Principal Meridian a distance of 125.0 feet east of the Northwest Corner of said Northeast Quarter; thence east 225.0 feet on said North Line; thence deflecting 89 degrees 25.4 minutes (89°25.4') to the right 300.0 feet; thence west 225.0 feet parallel with said North Line; and thence northerly 300.0 feet to the point of beginning; encompassing 1.549 acres, situated in Champaign County, Illinois.

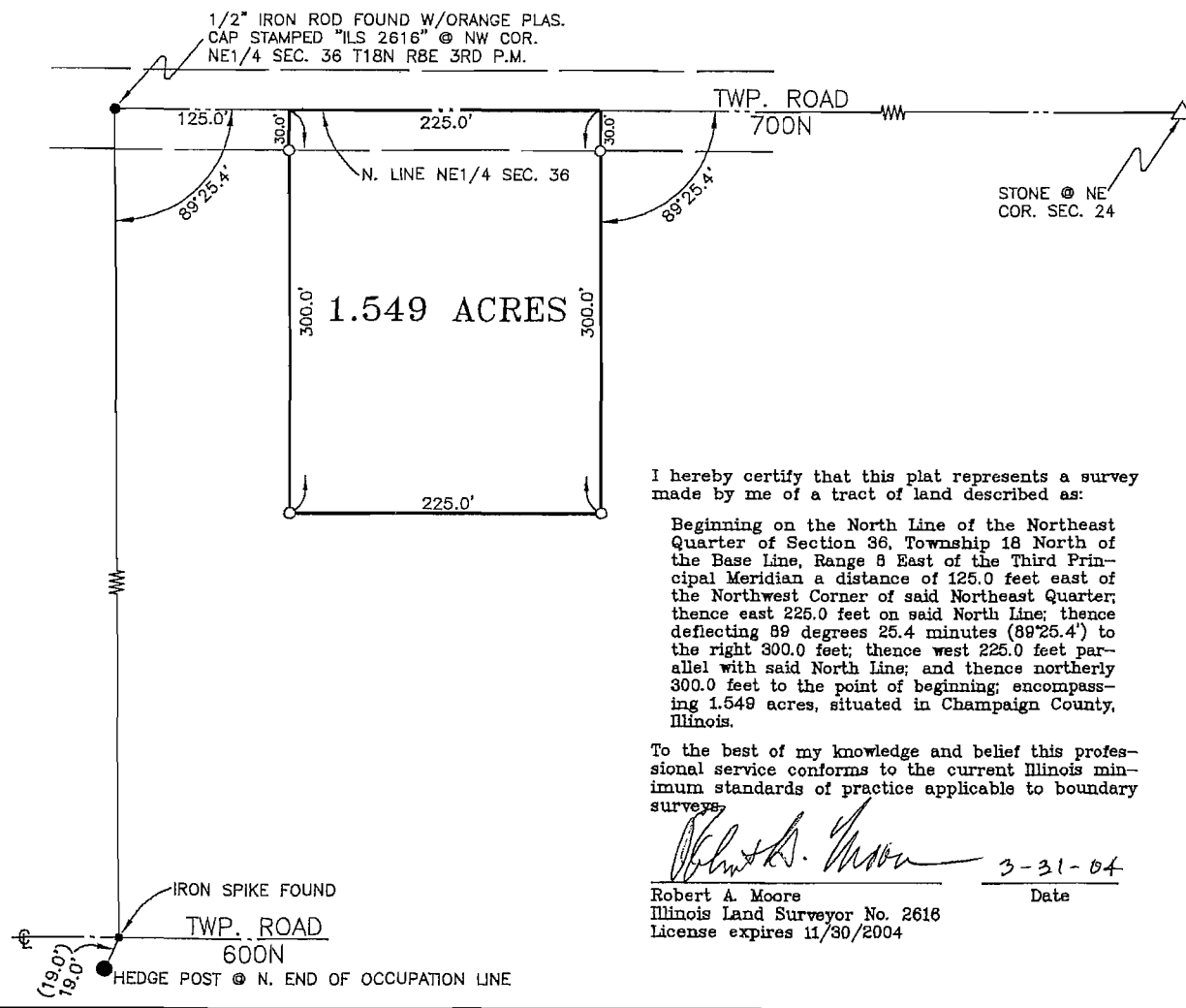
To the best of my knowledge and belief this professional service conforms to the current Illinois minimum standards of practice applicable to boundary surveys.

Robert A. Moore 3-31-04
 Robert A. Moore Date
 Illinois Land Surveyor No. 2618
 License expires 11/30/2004

- 1/2" IRON ROD SET W/ORANGE PLASTIC CAP STAMPED "ILS 2616"
- () DISTANCE PER MONUMENT RECORD FILED ON PG. 228 OF BK. 1114 IN OFFICE OF CHAMPAIGN COUNTY RECORDER
- WW— FORESHORTENED LINE

MOORE SURVEYING & MAPPING			
PAXTON, ILLINOIS			
CLIENT		DATE	SCALE
DOUG MAXWELL		MAR. 30, 2004	1" / 100'
JOB NO.		3738	

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 - WW— FORESHORTENED LINE

MOORE SURVEYING & MAPPING PAXTON, ILLINOIS			
<small>PROF. DESIGN FIRM LIC. 184-002424</small>			
<small>CLIENT</small> DOUG MAXWELL	<small>DATE</small> MAR. 30, 2004	<small>SCALE</small> 1"/100'	<small>JOB NO.</small> 3738