

VILLAGE OF TOLONO, ILLINOIS

ORDINANCE NO. 2010-0- 06

ORDINANCE AUTHORIZING EXECUTION  
OF ANNEXATION AGREEMENT FOR PROPERTY

Adopted by the  
Board of Trustees of the Village of Tolono  
This 6th day of July, 2010

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Published in pamphlet form by authority of the President and the Board of Trustees of the Village of Tolono, Champaign County, Illinois. This 6<sup>th</sup> day of July, 2010

VILLAGE OF TOLONO, ILLINOIS

Ordinance No. #2010-0- 066

ORDINANCE AUTHORIZING EXECUTION  
OF ANNEXATION AGREEMENT FOR PROPERTY

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. Owners/Developers of property have proposed a development and have requested to enter into an annexation agreement for property identified on the Annexation Agreement as Exhibit 1 attached hereto and by reference incorporated herein; and

C. The Planning Commission held one or more hearings on the foregoing and the Board of Trustees has considered the recommendation and findings of the Planning Commission, comments from the public, and all other matters and finds it appropriate to adopt the within Ordinance.

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

1. That the Annexation Agreement comprised of Exhibit 1 is hereby approved together with its contents; and
2. The President of the Board of Trustees and the Village Clerk are authorized and directed to execute same; and
3. The Clerk is directed to publish the within Ordinance in accordance with applicable law and record a copy of this Ordinance with the Champaign County Recorder

Adopted this 6th day of July, 2010

Village of Tolono by  
Its Board of Trustees

By: Kent Plackett  
Kent Plackett, President  
Village Board of Trustees

Attest:

Diane L. Phillips  
Village Clerk

EXHIBIT 1

AGREEMENT FOR ANNEXATION OF TERRITORY  
TO THE VILLAGE OF TOLONO  
CHAMPAIGN COUNTY, ILLINOIS

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This Agreement is made by and between the Village of Tolono, Champaign County, Illinois, a municipality in Champaign County, Illinois, hereinafter called "Tolono" or "Village", and William Buck and Marie Cote their heirs, successors, and assigns, as owner of subject real estate, hereinafter referred to as "Owner".

**WHEREAS:**

- A. Owner is the sole owner of record of the real estate described on the attached Exhibit "A", hereinafter referred to as "Property" or "Tract", and
- B. Said property is not now contiguous to the boundaries of the Village, but is located within the 1 ½ mile extraterritorial jurisdiction of the Village, and therefore the Village of Tolono has subdivision authority and annexation and development control; and
- C. Owner wishes to subdivide Exhibit "A" into two lots described on Exhibit "B", which lots shall be used for residential purposes; and
- D. Owner intends to obligate themselves and their successors in interest to annex said property to the Village of Tolono pursuant to the terms of this Agreement as soon as said property is contiguous to the Village of Tolono; and

**WHEREAS,** the parties wish to reduce their agreement to writing.

**IT IS THEREFORE AGREED AS FOLLOWS:**

- 1. Owner agrees to cause said Property to be annexed to the Village of Tolono by Petition or other requested action from the Village, when subject real estate becomes contiguous to the Village limits of the Village of Tolono, Illinois.
- 2. Said annexation shall be effected by Petition of the Owner(s) of subject real estate. If the real estate becomes contiguous to the Village and the then Owner(s) fails or refuse(s) to petition for such annexation as required by this Agreement within sixty (60) days after said Property becomes contiguous, then said Property may be annexed as contiguous property by virtue of the terms of this agreement even without a Petition from the Owner, if and to the extent such annexation would be allowed by applicable law.
- 3. The term of this Agreement shall be for a period commencing upon execution by the Village and Owner expiring 20 years from the year and date first above written unless said agreement may lawfully extend beyond 20 years in which event the agreement shall be in effect indefinitely. 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 calculation the said 20-year term. Village and Owner further agree to extend this Agreement for the maximum period allowed by law prior to the expiration of the initial 20 year term.
- 4. This Agreement shall run with the land and be binding upon any subsequent owners of the affected real estate or any portion thereof.

5. Owner agrees to dedicate utility and drainage easements as determined by the Village and included on the approved final plat. Any future dedications shall be determined when subject Property is further subdivided or developed.

6. Owner agrees to construct on site water supply and waste water disposal systems in accordance with the Illinois Department of Public Health and Illinois Environmental Protection Agency rules and regulations and other applicable laws, ordinances and regulations.

7. Owner also agrees that within ninety (90) days of public water service being available to the site, owner shall connect subject Property to that water supply, and thereafter use only that water supply for said property. Owner shall be obligated to connect to the public water supply for each residential usage on the property. Owner shall pay the then applicable connection charges.

8. Owner also agrees that at such time as public sanitary sewer service becomes available to subject property, the Owners will connect each residential, commercial or non-agricultural business use of said property to such sanitary sewer system and thereafter use only that system to service subject property. Owner shall pay the then applicable connection charges.

9. All connections shall be at the expense of the Owner, or his successors, and shall be in accordance with applicable laws, ordinances, regulations and requirements. The Owner or his successors also agrees to pay their proportionate share of the cost of engineering, construction and/or right of way acquisition related to the connection of public water service and sanitary sewer service to the Tracts.

10. "Availability" within the meaning of this paragraph means that such water service or sanitary sewer lines are located within 200 feet of any developed portion of said property. Owners agree to provide necessary easements for sewer and/or water utilities, as requested. Provisions of applicable laws ordinances, regulations and requirements defining sewer and/or water availability shall also apply in determining availability.

11. Any subsequent subdivision of subject property within 1 ½ mile of the Village of Tolono limits will be subject to the provisions of the Village of Tolono, Illinois, Subdivision Ordinance as amended from time to time, and Owner acknowledges that such compliance with said ordinance is required.

12. Further, it is the parties' understanding and agreement that under Tolono's ordinances, Owner is legally obligated to pay for public road improvements, and that if Tolono's ordinance is then applicable, owners will comply with such obligations.

13. The respective Owners of the lots described on Exhibit "B" shall pay the cost of sidewalk and public road improvements for the lot frontage, when so directed by the Village, but only after any further subdivision or development of subject real estate, or upon improvement of the adjacent Township Road.

14. No subdivision bond for the improvements shall be required for the pending Homestead.

15. The parties also agree that upon the annexation of subject property, the zoning classification of both lots shall be R-S Residential Suburban.

16. The parties understand that, pursuant to Illinois law, 65ILCS 5/11-15.1-2.1, subject property shall, upon execution of this agreement, be subject to the ordinances, control and jurisdiction of the Village of Tolono in all respects, that same as property that lies within Tolono's corporate limits, including zoning restrictions imposed by the foregoing zoning classifications.

17. The parties understand that under an interpretation of Illinois law based upon court decisions and Illinois Attorney General opinion number 98-013 dated July 13, 1998, property that is subject to an Annexation Agreement with a municipality may remain subject to the zoning jurisdiction of the county within which it is located. The parties also understand that this

property may be legally subject to the zoning and subdivision jurisdiction of the Village of Tolono as it is within its 1 ½ mile extra-territorial jurisdiction.

18. However, the Village of Tolono and Owner understand and acknowledge that, based upon 65ILCS 5/11-15.1.2.1, part of the consideration from Owner to Village of Tolono for this Agreement is the Owner's contractual agreement, based on said statute, to subject said property to the zoning, development, subdivision, drainage and building ordinances of the Village of Tolono, and Owners agree that the Owner's use and development of said property is therefore subject to the zoning, development and building ordinances and regulations of the Village of Tolono, to the extent permitted by law. Owner further agrees not to seek any approvals of any other governmental body, for usage of said property contrary to such ordinances and regulations of the Village of Tolono.

19. The properties shall be subject to the following variances from the Tolono Subdivision Ordinance.

A. The setback for the front yard of lot 1 shall be 34.6 feet being a waiver of the requirement for 35 feet.

B. The setback for the front yard of lot 2 shall be 11.5 feet being a waiver of the requirement for 35 feet.

C. The Ordinance requires the addition of sidewalks but this property is rural in character and nature and no sidewalks shall be required unless either property is further subdivided in the future.

Dated at Tolono, Illinois, this 23<sup>rd</sup> day of June, 2010.

Village of Tolono

Owner:

By: Kent Plackett  
Kent Plackett  
Village President

Wm. B. Buck  
William Buck, Owner

Marie Cote  
Marie Cote, Owner

Attest:

Diane R. Ohllep's  
Village Clerk

EXHIBIT "A"

The parcel is commonly known as: Two houses at 1206 CR 800 N (Rocket Road east of First Street extended.)

The Legal description is: Commencing at the Southwest corner of Government Lot Two (2) of the Fractional Southwest Quarter (SW 1/4) of Fractional Section 19, Township 18 North, Range 9 East of the Third Principal Meridian, Thence North along Section Line North 803.69 feet thence South 89° 55' East, 542 feet, thence South 803.69 feet to the Section line; thence along Section line North 89° 55' West, 542 feet to the place of beginning, containing ten (10) acres, situated in the South Half (S 1/2) of Government Lot Two (2) of Fractional Section 19, Township 18 North, Range 9 East of the Third Principal Meridian, Township of Philo except the West 4 acres thereof, and except the North 165 feet thereof, in Champaign County, Illinois, situated in the Village of Tolono, in Champaign County, Illinois.

