

ORDINANCE NO. 2022 - 12

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN
ANNEXATION AGREEMENT FOR THE VILLAGE OF CHERRY VALLEY, ILLINOIS
PINS: 07-06-151-004 and 07-06-151-001
(Mango Creek Cherry Valley, LLC/Patrick Holland/Petitioner)**

WHEREAS, a written petition, authorized by the legal owner of record of all land within the property hereinafter described, has been filed with the Village Clerk of the Village of Cherry Valley, Winnebago and Boone County, Illinois, requesting that said property be annexed to the Village of Cherry Valley, Illinois, and developed in accordance with the Agreement; and,

WHEREAS, a single Annexation Agreement has been drafted, which Agreement contains certain terms and conditions of the proposed annexation and development between the Village and the Petitioner, and,

WHEREAS, the Petitioner/Annexor which is subject to this Agreement is ready, willing and able to enter into said Agreement and to perform the obligations as required hereunder, and,

WHEREAS, the statutory procedures provided in 65 ILCS 5/11-15.1-1 et. seq. have been followed.

NOW, WHEREFORE, be it ordained by the President and Board of Trustees for the Village of Cherry Valley, Illinois, as follows:

SECTION 1: The Village President is hereby authorized and directed and the Village Clerk is directed to attest the document known as “Annexation Agreement” a copy of which is attached hereto as “Exhibit A” and made a part hereof.

SECTION 2: The Annexation Agreement is made a part of this Ordinance shall be recorded in the Recorder’s Office of Boone County, Illinois, and shall affect property which is referenced and legally described in Exhibit B of said Annexation Agreement, and depicted on a map attached hereto and marked as Exhibit “B”.

SECTION 3: This Annexation Agreement is in compliance with the terms and conditions set forth in the provisions of 65 ILCS 5/11-15.1-1 et. seq., and shall be binding upon the owners of record of the land and their successors and assignees for an initial period of twenty (20) years.

SECTION 4: This Ordinance shall be in full force and effect from and after its approval by two-thirds (2/3) of the corporate authorities holding office, passage and publication in pamphlet form.

PASSED UPON MOTION BY: NANCY BELT

SECONDED BY: SALLY HOLLEMBEAK

BY ROLL CALL VOTE THIS 19TH DAY OF APRIL, 2022

AS FOLLOWS:

VOTING "AYE": NANCY BELT, JEFF FUSTIN, SALLY HOLLEMBEAK,
MIKE NEVILLE, BRANDI PEARSE

VOTING "NAY": NONE

ABSENT, ABSTAIN, OTHER NONE

ATTEST:



KATHY TRIMBLE, CLERK

APPROVED APRIL 19, 2022



DAVID SCHROEDER, PRESIDENT

ANNEXATION AGREEMENT
(Mango Creek Property)

PIN: 07-06-151-004 and 07-06-151-001

This Agreement entered into this 20 day of JANUARY, 2022, by and between the Village of Cherry Valley, Illinois, an Illinois municipal corporation, hereinafter referred to as "Village" and Mango Creek Cherry Valley, LLC, hereinafter referred to as "Annexor".

WHEREAS, the Annexor is the owner of certain property located in the County of Boone and State of Illinois and more completely and legally described in attached "Exhibit A" hereto, said legal description being made a part hereof; and,

WHEREAS, there are no electors residing on the property described on "Exhibit A"; and,

WHEREAS, the property described in "Exhibit A" is located in unincorporated Boone County, Illinois; and,

WHEREAS, the property described in "Exhibit A" is currently contiguous to the Village of Cherry Valley, Illinois. A map of the property is attached hereto as "Exhibit B"; and,

WHEREAS, the Village and the Annexor represent to each other that the property described on "Exhibit A" is not within the jurisdiction of another municipality; and,

WHEREAS, all required public hearings were held upon proper notice and publication; and,

WHEREAS, this Agreement is made pursuant to 65 ILCS 5/11-15.1-1, et seq. The parties desire that the property be developed, subject to the terms and conditions as hereinafter set forth and, according to 65 ILCS 5/11-15.1-2.1 as it currently exists, the property be subject to the police power, land use and other ordinances, control and jurisdiction of the Village in all respects as if the property was within the Village corporate limits; and,

WHEREAS, it is in the best interest of the Village and Annexor, and in furtherance of ^{the} public health, safety, comfort, morals and welfare of the community, to execute and implement this Agreement to further the orderly growth, planning and development of the Village, increase the tax base of the Village and create job and economic growth within the Village while preserving environmental values; and,

WHEREAS, the Village and the Annexor understand, that upon approval of the Annexation Agreement, that a copy of said Agreement shall be recorded in the Recorder's Office of Boone County, Illinois.

NOW, WHEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the parties to this document hereby agree as follows:

A. A duly executed Petition for Annexation in accordance with 65 ILCS 5/7-1-8 has been filed with the Village Clerk of the Village of Cherry Valley, Illinois, affecting the property described in "Exhibit A".

B. Annexor by and through this Agreement grant to the Village at the Village's sole, exclusive and irrevocable discretion the right, power and authority to annex the property described in "Exhibit A". Upon annexation, the Village agrees that the property described in "Exhibit A" shall be zoned as follows by Ordinance: IL Industrial District under Section 82-281 of the Code of Ordinances for the Village of Cherry Valley, Illinois, which allows warehousing and distribution centers as permitted uses.

C. Village shall pay Annexor, upon delivery of the waterline easement by Annexor to the Village, \$300.00 per acre for the year of construction of the waterline.

D. The parties agree that upon annexation and rezoning, that the property may continue to be used for agricultural purposes until such time as it is platted and developed. Agricultural purposes is defined as the growing of crops, including sod, but shall exclude farm animals from being on the property.

E. Annexor agrees to comply with all Village Ordinances and to pay all licenses and connection fees required for the development of the property. The Village grants to the Annexor, or its successor or assigns, one water connection at no cost upon the development of the property as described under Section 74-129(2)(a).

F. Annexor acknowledges that it is their sole costs to extend water and sewer to its property. Annexor shall provide at no costs to the Village a necessary easement to extend the Village's water system along the Western property line on the property described in "Exhibit A".

G. Pursuant to 65 ILCS 5/11-15.1-1 et seq. this Agreement shall be recorded in the Recorder's Office of Boone County, Illinois, and shall remain in full force and effect after its execution and recording for a period of twenty years from the date of its execution.

H. This Annexation Agreement shall be binding upon and adhere to the benefit of all parties hereto, successor owners of record of land or their subsequent assigns or lessees, and upon any successor the Village or successor municipalities.

I. This Agreement shall be enforceable in any Court of competent jurisdiction by any of the parties hereto by an appropriate action at law or in equity to secure the performances of the covenants contained herein. In the event that it becomes necessary for either party to institute legal proceedings against the other, its successor or assigns, to enforce the terms of this Agreement, each party shall be responsible for their own attorney fees and costs.

J. Provided the Village annexes the property described in "Exhibit A", the Annexor shall grant to the Village a permanent perpetual easement along the Western boundary of "Exhibit A" within fifteen (15) days of the annexation into the Village. See "Exhibit C". Said Easement shall consist of a 40' temporary construction easement and a 20' permanent easement for waterlines. Should the Village not approve the annexation, nothing herein shall obligate the

Annexor to grant the easement. The Village acknowledges that Annexor and the property described in "Exhibit A" are third party beneficiaries of said Easement Agreement.

K. If any part or portion of this Agreement is deemed or held invalid, for any reason whatsoever, such provision shall be deemed to be exercised herefrom and the invalidity thereof shall not affect any of the other parts or portions of this agreement.

L. This Agreement; upon execution and approval by the Board of Trustees of the Village of Cherry Valley, Illinois, shall be recorded in the Recorder's Office of Boone County, Illinois, and as such, shall remain a restriction indicated in the chain of title concerning the individual parcels affected. Further, the Annexor and/or their successors or assigns agree not to record any further deeds or convey any part or portion of the property referred to in "Exhibit A" until such time as this Agreement is recorded in the Recorder's Office of Boone County.

THIS AGREEMENT entered into the aforementioned date herein.

Village of Cherry Valley, Illinois

By: [Signature]
Its President

Attest:

[Signature]
Clerk of the Village of Cherry Valley, Illinois

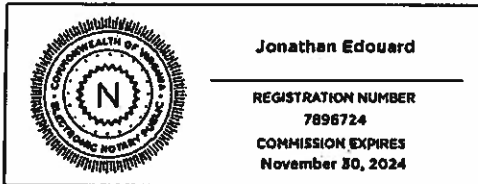
[Signature]

Annexor

STATE OF VIRGINIA
COUNTY OF NEWPORT NEWS
Subscribed and sworn to before me
this 27th day of January, 2022.

[Signature]
Notary Public

© 2018 Notary Public/Notary Public Management Agreement Form 911-0001.doc



Notarized online using audio-video communication

"EXHIBIT A"

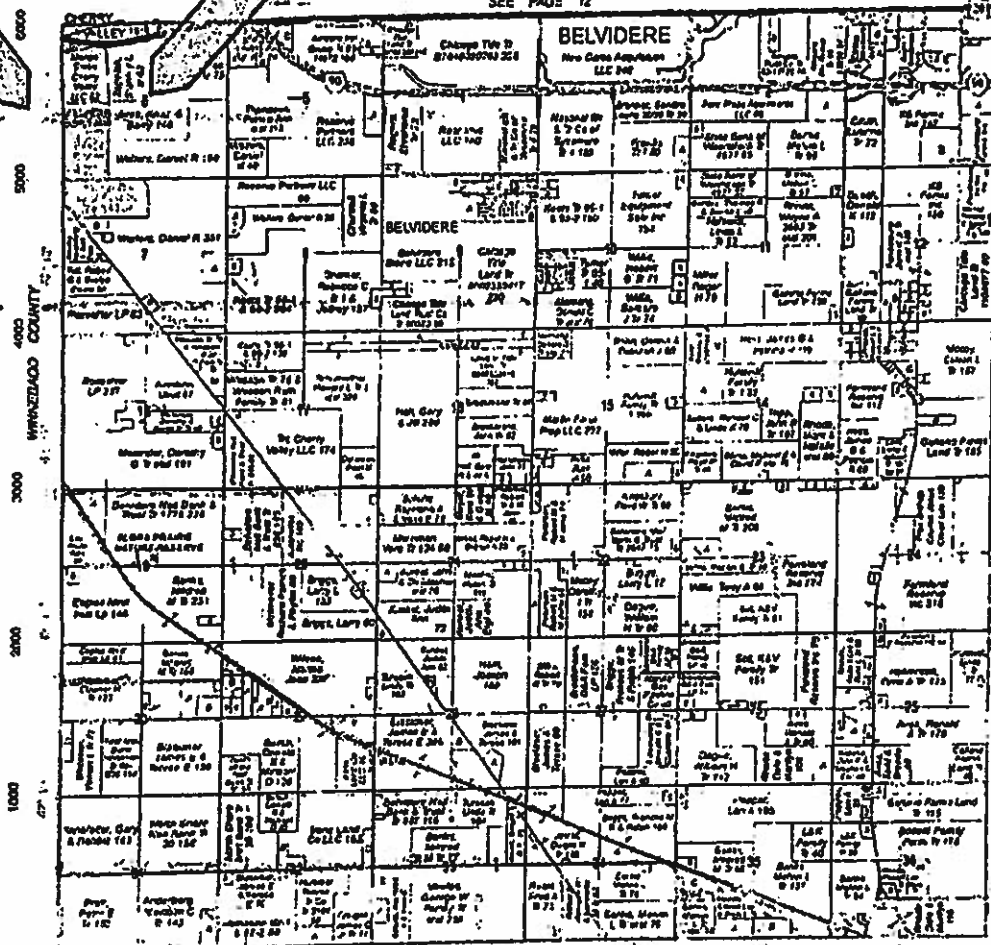
Part of the Northwest Quarter (1/4) of Section 6, Township 43 North, Range 3, East of the Third Principal Meridian, bounded and described as follows to-wit Beginning at the Southwest corner of the Northwest Quarter of said Section; thence North 89 degrees 55 minutes 5 seconds East, along the South line of the Northwest Quarter of said Section, 1564.61 feet; thence North 3 degrees 20 minutes 50 seconds West, 1827.23 feet to the South line of premises conveyed to the State of Illinois by Final Judgment Order No. 587 by Court Order dated October 26, 1965, Circuit Court, filed October 26, 1965 in Boone County, Illinois; thence Northwesterly, along a circular curve to the right having a radius of 4457.18 feet and whose center lies to the North, and along the South line of said last mentioned premises, and along the South line of premises conveyed to the State of Illinois by instrument recorded as Document No. 5325 in said Recorder's Office to the most Westerly corner of said last mentioned premises (the chord across the last described circular curve course bears North 87 degrees 4 minutes 33 seconds West, 418.21 feet); thence South 80 degrees 49 minutes 4 seconds West, along the South line of U.S. Route 20 (S.B. I Route 5) as said road is now located and laid out, 713.88 feet to the most Easterly corner of premises conveyed to the State of Illinois by Final Judgment Order No. 16020 by Court Order dated March 15, 1963, Circuit Court, filed November 20, 1972, Boone County, Illinois; thence South 67 degrees 52 minutes 34 seconds West, along the South line of said last mentioned premises, 111.63 feet; thence South 80 degrees 49 minutes 4 seconds West, continuing along said South line, 249.49 feet to the West line of the Northwest Quarter of said Section; thence South 0 degrees 29 minutes 29 seconds East, along the West line of the Northwest Quarter of said Section, 1651.97 feet to the point of beginning; situated in the County of Boone and State of Illinois.

"Exhibit B"

FLORA

T.43N.-R.3E.

SEE PAGE 12



© 2013 Rockford Map Print, Inc.
1000

DE KALB COUNTY

South Church, Ga.
6000

SEE PAGE 10

"EXHIBIT C"

**THIS INSTRUMENT
PREPARED BY, AND AFTER
RECORDING, MAIL TO:**

James E. Stevens
Barrick, Switzer, Long,
Balsley & Van Evera, LLP
6833 Stalter Drive
Rockford, IL 61108
jstevens@bslbv.com
815-962-6611

EASEMENT

This Easement is granted by the Grantor, MANGO CREEK CHERRY VALLEY, LLC, to the Village of Cherry Valley, Illinois, an Illinois Municipal Corporation, as Grantee;

WHEREAS, the Grantor is the owner and fee simple of certain property located in the County of Boone and State of Illinois; and

WHEREAS, the Grantee is an Illinois Municipal Corporation which wishes to construct, extend and maintain a municipal water line on the property described herein; and

WHEREAS, the Grantor has agreed to grant both a temporary construction easement and a permanent water main easement to the Grantee pursuant to the terms of this document.

NOW, WHEREFORE, IN EXCHANGE FOR THE MUTUAL COVENANTS AND CONDITIONS STATED HEREIN, the Grantor does hereby grant to the Grantee a right-of-way through over and under land owned by the Grantor as more specifically described in the attached Easement Plat which is attached and marked as Exhibit "A". (PIN: 07-06-151-004). The purpose of this easement is to construct, operate and maintain a water line and water pipes for the transmission of water through the Village of Cherry Valley, Illinois' water system. This document does hereby grant a 40 foot in width temporary construction easement as well as a 20 foot in width water main easement along the Grantor's property in the location indicated on the attached Exhibit "A". The 20 foot wide water main easement is contained in the 40 foot wide construction easement. By this easement, the Grantor grants to the Grantee the right of ingress and egress to and from the easements granted herein and said easement shall be perpetual in time. Through this easement, the Grantor grants to the Grantee the right to enter the land indicated on the attached Exhibit "A" Easement Plat for the construction, maintenance and repair of municipal water lines which are constructed thereon.

The easements granted herein are easements which run with the land and said easements shall not be extinguished except by the mutual consent of both the Grantor and the Grantees or their successors, heirs or assigns.

In consideration for the granting of the Easement, the Grantee shall provide the Grantor, or its successor or assigns, one free commercial water connection fee under Section 74-129(2) of the Code of Ordinances for the Village of Cherry Valley, not to exceed \$4,734.00.

Grantor, its successor or assigns, retains the right to farm the surface of the easements but may not place fencing or roadways on the easement nor impair the Grantee's access.

Upon completion of the installation and construction of the water lines the surface of the property shall be returned to its current condition by the Grantee.

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed this 20 day of JANUARY, 2022.

MANGO CREEK CHERRY VALLEY, LLC,

BY: PATRICK HOLLAND

Its: M. O. A. L. O. R.

SS.

Country

CITY
STATE OF Chiang Mai)
COUNTRY Thailand)
COUNTY OF)

I, Teerapob Soontornkiti, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Patrick F. Holland, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (s)he signed, sealed and delivered the said instrument as her/his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20 day of January, 2022.

Notary Public

* SUBJECT TO "J" IN MANGO CREEK

ANNEXATION AGREEMENT



Reg. No. 3854/0554
Commission Expires 27 FEB 2023

IN WITNESS WHEREOF, Grantee has caused this instrument to be duly executed this 3RD day of May, 2022.

VILLAGE OF CHERRY VALLEY, a
municipal corporation

By: [Signature]
David Schroeder, Village President

Attest:

By: [Signature]
Kathy Trimble, Village Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF WINNEBAGO)

I, JAMES E CLAEYSSEN, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that David Schroeder, in his capacity as Village President of the Village of Cherry Valley, and Kathy Trimble, in her capacity as Village Clerk of the Village of Cherry Valley, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

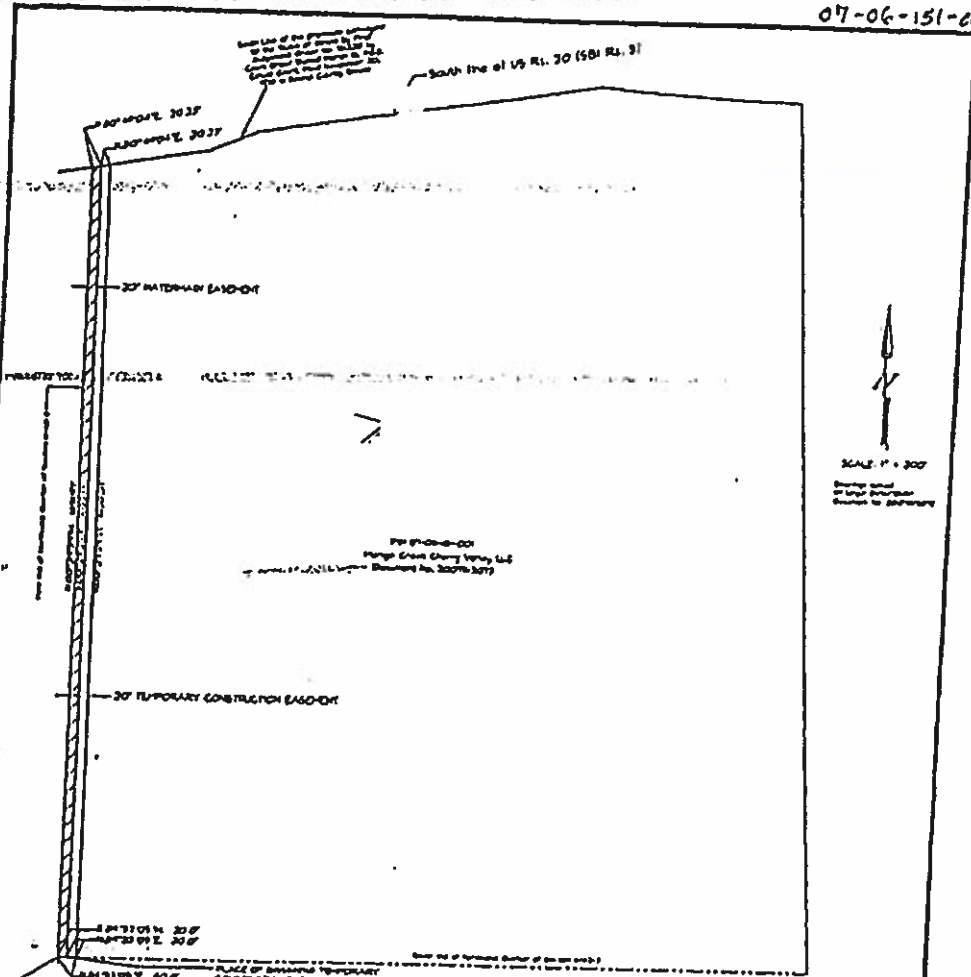
GIVEN under my hand and Notarial Seal this 3RD day of May, 2022.

[Signature]
Notary Public



JEC

07-06-151-204



EASEMENT PLAT

Part of the Northwest Quarter of Section 6,
Township 43 North, Range 3 East of the 3rd P.M.,
Boone County, Illinois

WATERMAIN EASEMENT, LEGAL DESCRIPTION.

Part of the Northwest Quarter (1/4) of Section 6, Township 43 North, Range 3 East of the Third Principal Meridian, bounded and described as follows, to-wit: Beginning at the Southwest corner of said Northwest Quarter (1/4); thence North 0 degrees 24' 24" East along the West line of said Quarter (1/4) Section, a distance of 1033.17 feet more or less to the South line of the premises conveyed to the State of Illinois by Final Judgment Order No. 16020 by Court Order Dated March 15, 1963, Circuit Court, 11th November 30, 1972 in Boone County, Illinois, thence North 80 degrees 44' 04" East along said South line, a distance of 30.23 feet; thence South 0 degrees 24' 24" East parallel with the West line of said Quarter (1/4) Section, a distance of 1033.17 feet more or less to the South line of said Quarter Section thence South 89 degrees 55' 05" West along the South line of said Quarter (1/4) Section, a distance of 30.00 feet to the place of beginning, situated in the County of Boone and State of Illinois, containing 53,076 Sq. Ft. more or less.

TEMPORARY CONSTRUCTION EASEMENT, LEGAL DESCRIPTION.

Part of the Northwest Quarter (1/4) of Section 6, Township 43 North, Range 3 East of the Third Principal Meridian, bounded and described as follows, to-wit: Commencing at the Southwest corner of said Northwest Quarter (1/4); thence North 84 degrees 55' 05" East along the South line of said Quarter (1/4) Section, a distance of 40.00 feet to the Place of Beginning; thence North 0 degrees 24' 24" East parallel with the West line of said Quarter (1/4) Section, a distance of 1033.17 feet more or less to the South line of the premises conveyed to the State of Illinois by Final Judgment Order No. 16020 by Court Order Dated March 15, 1963, Circuit Court, 11th November 30, 1972 in Boone County, Illinois, thence South 80 degrees 44' 04" East along said South line a distance of 30.23 feet; thence South 0 degrees 24' 24" East parallel with the West line of said Quarter (1/4) Section, a distance of 1033.17 feet more or less to the South line of said Quarter (1/4) Section thence North 84 degrees 55' 05" East along the South line of said Quarter (1/4) Section, a distance of 30.00 feet to the place of beginning, situated in the County of Boone and State of Illinois, containing 53,331 Sq. Ft. more or less.

Date: 9-16-49
Client: Village of Cherry Valley, Illinois
Job No.:





Exhibit "B"