

**ORDINANCE NO. 2022 -15**

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN  
ANNEXATION AGREEMENT FOR THE VILLAGE OF CHERRY VALLEY, ILLINOIS  
PINS: 07-06-176-001, 07-06-176-002, 07-06-151-005  
(Lucaya Asset Management/Zepelak, 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 19<sup>TH</sup> 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**

(Zepelak Property – Lucaya Asset Management LLC)

PIN: 07-06-176-001; 07-06-176-002; 07-06-151-005

This Agreement entered into this 24<sup>th</sup> day of JANUARY, 2022, by and between the Village of Cherry Valley, Illinois, an Illinois municipal corporation, hereinafter referred to as “Village” and Lucaya Asset Management, L.L.C, 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 within 1.5 miles of 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 the property being contiguous to the Village. The Village agrees that the property described in "Exhibit A" shall be zoned as follows by Ordinance: II. Industrial District under Section 82-281 of the Code of Ordinances for the Village of Cherry Valley, Illinois, which allows for warehousing and distribution.**

**C. 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.**

**D. 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 shown on "Exhibit B" as described under Section 74-129(2)(a). The Village has agreed to provide water service to the property described in "Exhibit A" at the Annexor's expense. The Village has agreed to provide water service to the property described in "Exhibit A".**

**E. Village agrees to assist and support the Annexor in obtaining access for the property described in "Exhibit A" to US Route 20.**

**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 all necessary easements to extend the Village's water system.**

**G. Should Annexor construct public roadways on its property, the Village will cooperate with Annexor in obtaining a recapture agreement to recover costs from benefited property owners.**

**H. 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.**

I. 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.

J. 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.

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: 

Its President

Attest:



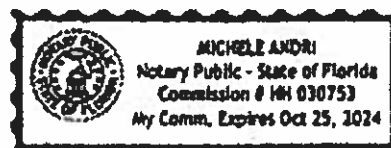
Clerk of the Village of Cherry Valley, Illinois

  
Annexor

Subscribed and sworn to before me this 20 day of January 2022.



Notary Public



**EXHIBIT A**  
**LEGAL DESCRIPTION**

PART OF THE NORTHWEST QUARTER (1/4) OF SECTION SIX (6), TOWNSHIP FORTY-THREE (43) NORTH, RANGE THREE (3) EAST OF THE THIRD (3RD) PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS TO-WIT: BEGINNING AT A POINT IN THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION, WHICH BEARS NORTH 89°-55'-05" EAST, 1564.61 FEET FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE NORTH 03°-20'-50" 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 NORTHEASTERLY, ALONG A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 4457.18 FEET AND WHOSE CENTER LINE TO THE NORTH, AND ALONG THE SOUTH LINE OF SAID LAST MENTIONED PREMISES TO A POINT (THE CHORD ACROSS THE LAST DESCRIBED CIRCULAR CURVE COURSE BEARS NORTH 88°-37'-49" EAST, 249.57 FEET); THENCE NORTH 81°-21'-46" EAST, ALONG THE SOUTH LINE OF SAID LAST MENTIONED PREMISES, 564.62 FEET; THENCE NORTH 79°-45'-05" EAST, ALONG THE SOUTH LINE OF SAID PREMISES, 670.33 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 00°-06'-40" WEST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION, 2032.20 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 89°-55'-05" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION, 1356.82 FEET TO THE POINT OF BEGINNING, SITUATED IN BOONE COUNTY, ILLINOIS.

PERMANENT TAX NUMBERS: 07-06-151-005; 07-06-176-001; 07-06-176-002

ADDRESS: (Cherry Valley Farm) consisting of 62.002 acres of vacant land on US Route 20,  
Flora Township, Boone County, Illinois

"Exhibit B"

T.43N.-R.3E.

FLORA

SEE PAGE 12



SEE PAGE 10

© 2011 Rockford Map Public, Inc.

DEKALB COUNTY

Scale: County 11'



**Exhibit "B"**