ORDINANCE NO. 15-08

AN ORDINANCE ANNEXING PROPERTY IN WOLF CROSSING SUBDIVISION

WHEREAS, there has been filed with the Village Board of the Village of Morton, Illinois, a Petition for Annexation of the herein described tract of real estate, wherein it is recited that the Petitioner is the owner of all of the land within such territory and that no electors reside therein; and

WHEREAS, said tract is contiguous with the boundary of the Village of Morton, Illinois; and

WHEREAS, said tract is not within any other municipality and no petition is pending pertaining to any annexation of said land, other than herein set forth; and

WHEREAS, a Notice of filing of said petition was duly served upon the Morton Fire Protection District; and

WHEREAS, the Village of Morton does not provide public library services and, therefore, no Notice is needed to be given to the Morton Public Library; and

WHEREAS, it is the duty of the Board of Trustees of the Village of Morton to determine and consider the request for such annexation; and

WHEREAS, a Notice of Public Hearing before the Plan Commission on a proposed annexation agreement between the Village of Morton and RNE, LLC was duly published in the Peoria Journal Star on August 7, 2015; and

WHEREAS, on the 24th day of August, 2015, the Morton Plan Commission conducted a public hearing for the purpose of considering the annexation and zoning of the property described herein; and

WHEREAS, the Morton Plan Commission after due consideration has recommended to the Board of Trustees of the Village of Morton, Illinois, that the property described herein be annexed and zoned as herein set forth; and

WHEREAS, the Village of Morton and the owner of record of all the land within the territory herein described to be annexed and zoned will enter into contemporaneously with the passage of this ordinance a certain Pre-Annexation Agreement, a copy of which is attached hereto and incorporated herein by reference thereto; and

WHEREAS, it is deemed to be in the best interests of the Village of Morton, Illinois, that the herein described tract of real estate be annexed to and made a part of the Village of Morton, Illinois; and

WHEREAS, it is deemed to be in the best interests of the Village of Morton, Illinois that the herein described tract of real estate be zoned as herein set forth.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT, AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, Tazewell County, Illinois, as follows:

SECTION I: That the property described below is hereby annexed to and made a part of the Village of Morton; and the same is hereby included within the corporate limits of the Village of Morton.

Tax I.D. No. : Part of 06-06-05-200-037

A part of Government Lot 2 in the Northeast Quarter of Section 5, Township 25 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, being more particularly bounded and described as follows:

Commencing at the Southwest corner of said Government Lot 2 thence North 01° 33' 15" West (bearings assumed for the purpose of description only), along the West line of said Government Lot 2, a distance of 4.88 feet to the Point of Beginning of the tract to be described:

From the Point of Beginning, thence North 01° 33' 15" West, along said West line, 271.54 feet; thence North 73° 48' 41" East, 703.04 feet; thence North 36° 12' 35" East, 158.37 feet; thence North 86° 54' 05" East, 349.80 feet; thence South 17° 43' 24" East, 518.69 feet; thence South 72° 16' 36" West, 374.12 feet; thence South 89° 36' 43" West, 912.20 feet to the Point of Beginning, said tract containing 12.443 acres, more or less, subject to any easements, covenants, and/or agreements of record.

SECTION II: That the plat hereunto attached and marked "Exhibit A," being a true, correct, and exact plat of the territory heretofore described in this ordinance, showing the relation of the existing boundary of the Village of Morton with the land being annexed, be made an express part of this ordinance.

SECTION III: That the Notice and Affidavit of Mailing of Notice to the Morton Fire Protection District marked "Exhibit B" be made an express part of this ordinance.

SECTION IV: The Pre-Annexation Agreement, in the form and substance as attached as "Exhibit C", is hereby approved and the President of the Board of Trustees and the Village Clerk are authorized the execute same.

SECTION V: That, upon the taking effect of this ordinance, together with the attached Exhibits A and B, the Village Clerk shall file a certified copy of this ordinance in the office of the Tazewell County Recorder of Deeds.

SECTION VI: That the property is zoned as follows: R-1, Single Family And Planned Residential District.

BE IT FURTHER ORDAINED that this ordinance shall be in full force and effect upon its passage, approval, and publication as may be required by law.

PASSED AND APPROVED at a regular meeting of the President and Board of Trustees of the Village of Morton this _____ day of _____, 2015; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2015.

_____
President

ATTEST:

_____
Village Clerk

LEGEND

AREA TO BE ANNEXED - 12.443 ACRES

EXISTING VILLAGE LIMITS

P.I.N. PART 00-06-09-200-019

ANNEXATION DESCRIPTION

A PART OF GOVERNMENT LOT 2 IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 2; THENCE NORTH 89°-[illegible]'-10" WEST (BEARINGS ASSUMED FOR THE PURPOSE OF DESCRIPTION ONLY), ALONG THE WEST LINE OF SAID GOVERNMENT LOT 2, A DISTANCE OF 4.84 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED.

FROM THE POINT OF BEGINNING, THENCE NORTH 01°-33'-19" WEST, ALONG SAID WEST LINE, 271.54 FEET; THENCE NORTH 73°-18'-41" EAST, 202.04 FEET; THENCE NORTH 26°-12'-32" EAST, 106.37 FEET; THENCE NORTH 88°-54'-10" EAST, 54.80 FEET; THENCE SOUTH 17°-53'-04" EAST, 59.54 FEET; THENCE SOUTH 72°-10'-16" WEST, 314.12 FEET; THENCE SOUTH 89°-26'-43" WEST, 312.20 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 12.443 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, COVENANTS AND/OR AGREEMENTS OF RECORD.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS
COUNTY OF PEORIA SS

I, MICHAEL P. GOODMAN, HEREBY STATE THAT THIS ANNEXATION PLAT WAS COMPLETED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO MY BEST KNOWLEDGE AND BELIEF.

DATED THIS 8TH DAY OF JULY, 2015.

MICHAEL P. GOODMAN
PROFESSIONAL LAND SURVEYOR #3419
MY LICENSE EXPIRES 11-30-16

LICENSE EXPIRES NOVEMBER 30, 2016

AUSTIN ENGINEERING CO., INC.
Consulting Engineers/Surveyors
800 North Main Street
Peoria, Illinois 61603-1670
Licensed Professional

CHRISTOPHER R. BURKE ENGINEERING LTD.
114 State St., Suite 400
Peoria, Illinois 61602
(309) 676-3000

OWNER:
BNL, LLC
21800 FOSTER DR
MORTON, ILLINOIS 61550

		DATE	7-8-15
		DRAWN	CRB
		SURVEYED	MPG
		CALCULATED	MPG
		APPROVED	MPG
		SCALE	1" = 200'
		SURVEYOR	MPG
		CALCULATOR	MPG
		DRAFTER	MPG
		CHECKED	MPG
JOB NO.			
FIELD BOOK			

ANNEXATION PLAT
WOLF CROSSING, PHASE IV
MORTON, ILLINOIS

EXHIBIT
A

PRE-ANNEXATION AGREEMENT

between

THE VILLAGE OF MORTON, ILLINOIS

and

RNE, LLC

THIS AGREEMENT is made this _____ day of _____, 2015, by and between the VILLAGE OF MORTON, a municipal corporation of the County of Tazewell and State of Illinois, hereinafter called "VILLAGE," and RNE, LLC, hereinafter called "OWNER," and is made pursuant to and in accordance with 65 ILCS 5/11-15.1-1 et seq.

WHEREAS, OWNER is the legal titleholder of the property described as follows:

A part of Government Lot 2 in the Northeast Quarter of Section 5, Township 25 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, being more particularly bounded and described as follows:

Commencing at the Southwest corner of said Government Lot 2; thence North 01° 33' 15" West (bearings assumed for the purpose of description only), along the West line of said Government Lot 2, a distance of 4.88 feet to the Point of Beginning of the tract to be described:

From the Point of Beginning, thence North 01° 33' 15" West, along said West line, 271.54 feet; thence North 73° 48' 41" East, 703.04 feet; thence North 36° 12' 35" East, 158.37 feet; thence North 86° 54' 05" East, 349.80 feet; thence South 17° 43' 24" East, 518.69 feet; thence South 72° 16' 36" West, 374.12 feet; thence South 89° 36' 43" West, 912.20 feet to the Point of Beginning, said tract containing 12.443 acres, more or less, subject to any easements, covenants, and/or agreements of record.

That the aforesaid property is not situated within the limits of any municipality, but it is contiguous to the corporate limits of the Village of Morton.

EXHIBIT
C

WHEREAS, pursuant to the provisions of 65 ILCS 5/11-15.1-1 et seq., a proposed Pre-Annexation Agreement of the same form and substance as this Agreement was submitted to the Village Board; and a public hearing was held thereon pursuant to notice as required by statute; and

WHEREAS, pursuant to notice as required by statute and ordinance, a public hearing was held by the Plan Commission of the Village of Morton on the requested zoning classification; and recommendations were made to the Village Board.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, the parties hereto do hereby agree as follows:

1. The OWNER shall file and diligently proceed with a Petition for Annexation to the VILLAGE OF MORTON of the property described above in accordance with the provisions for annexation set forth in 65 ILCS 5/7-1-1 et seq., which Petition shall incorporate by reference all terms of this Agreement. OWNER shall, in conjunction with said Petition for Annexation, furnish the VILLAGE an annexation plat. A copy of said annexation plat is attached hereto as Exhibit A and incorporated herein by reference thereto.

2. The VILLAGE agrees that, upon receipt of a proper Petition, it will annex the property described above and that same will be zoned R-1, Single Family and Planned Residential District.

3. There is no annexation fee. When the property is developed, a development fee shall be due in accordance with Village ordinances.

4. The preliminary plat as set forth in Exhibit B is approved, and the final plat as set forth in Exhibit C is approved.

5. A fee of $2,250 for each lot as shown on the final plat is imposed as a water/wastewater utility infrastructure fee. This fee shall be due at the time a building permit is issued.

A fee of $1,000 for each lot as shown on the final plat is imposed for the future improvement of Main Street. This fee shall be due at the time a building permit is issued.

6. A water/wastewater utility infrastructure surcharge of $17.50 per month (net) for each residential unit shall be due and payable commencing when the first utility bill is issued for each property. The purpose of this fee is to help defray the cost of the above average maintenance that will be required because of the size and remoteness of the system site.

7. The provisions of this Agreement shall be binding upon and enforceable against the VILLAGE and the OWNER and its successors and assigns for a period of twenty (20) years from the date hereof as provided in 65 ILCS 5/11-15.1-1 et seq.

8. An executed copy of the Pre-Annexation Agreement or a memorandum thereof shall be recorded among the land records in the Office of the Tazewell County Recorder of Deeds at the same time as the annexation ordinance is recorded.

9. The annexation ordinance passed by the VILLAGE pursuant to the, provisions hereof shall incorporate the provisions of this Agreement by reference, and this Agreement shall be made a part of said ordinance.

10. If any provisions of this Agreement or any section, sentence, clause, or word or the application thereof in any circumstance is held invalid, the validity of the; remainder of this Agreement and the application of any such provision, section, sentence, clause, or word in any other circumstance shall not be affected thereby.

11. The rights, obligations, and duties of the parties as herein set forth shall apply to each and every portion of the territory to be annexed.

IN WITNESS WHEREOF, the parties of this Agreement have caused these presents to be executed the day and year first written above.

VILLAGE:

VILLAGE OF MORTON, a Municipal Corporation

By_____
Its President

OWNER:

RNE, LLC, an Illinois Limited Liability Company

By _____
One of its Members

ATTEST:

_____
Village Clerk