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**THIS DOCUMENT PREPARED BY
AND RETURN DOCUMENT TO:**

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Mackinaw, IL 61755

**ANNEXATION AGREEMENT
ORDINANCE**

For Recorder Use Only

ORDINANCE NO. 1013

AN ORDINANCE AUTHORIZING AN ANNEXATION AGREEMENT TO BE ENTERED
INTO FOR THE ANNEXATION OF THE WAREHOUSE DISTRICT TO THE CORPORATE
LIMITS OF THE VILLAGE OF MACKINAW, TAZEWELL COUNTY, ILLINOIS

ORDINANCE NO. 1013

AN ORDINANCE AUTHORIZING AN ANNEXATION AGREEMENT TO BE ENTERED INTO FOR THE ANNEXATION OF THE WAREHOUSE DISTRICT

WHEREAS, it is beneficial for the financial stability of the Village of Mackinaw's water and sewer system to have additional customers that will contribute fees to the operation of a combined water and sewer system; and

WHEREAS, Article 8 Section 1 of the Constitution of the State of Illinois authorizes municipal funds to be spent for the public welfare and benefit of the municipality; and

WHEREAS, the proposed subdivision has a unique character and concept which will provide a valuable attraction to the development of the property; and

WHEREAS, the proposed development will provide an addition to the tax base of Mackinaw and will provide opportunity for additional tax revenues in the form of utility tax and property tax; and

WHEREAS, it is impossible in Central Illinois for any person, firm or entity to develop a subdivision and annex a subdivision in a small rural community, such as Mackinaw, without assistance from Village in which the subdivision is to be located; and

WHEREAS, prior to the execution of this Ordinance the Board of Trustees of the Village of Mackinaw has set and fixed a time for and held a public hearing on the proposed Annexation Agreement. Notice of the proposed Agreement was given not more than 30 days but not less than 15 days before said hearing. The notice was published at least once in the Pekin Daily Times which is a newspaper with general circulation within Mackinaw. No newspaper is published in Mackinaw; and

WHEREAS, the Village of Mackinaw gave the notice that is required by §152.06 of the Village Code of the Village of Mackinaw. The waivers that are proposed will benefit the economy of Mackinaw and its citizens. Taking into consideration the advantage of the proposed waivers to the economy of the Village of Mackinaw as opposed to the cost to the Village of Mackinaw for the waivers that are provided for therein it is advisable that the proposed Agreement be entered into. The Village of Mackinaw finds that the proposed Agreement is in the best interest of the citizens of Mackinaw and the requested waivers should be granted; and

WHEREAS, the Zoning Board of the Village of Mackinaw has recommended that the proposed waivers be approved following the completion of a hearing held on the proposed waivers.

BE IT THEREFORE ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MACKINAW IN TAZEWELL COUNTY, AS FOLLOWS:

1. SECTION 1: The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of the Ordinance.

2. SECTION 2: The Board of Trustees of the Village of Mackinaw hereby find that the proposed development will not have an adverse affect on the character of the neighborhood, will not adversely affect traffic conditions and will promote the public health, public safety and general welfare of the Village of Mackinaw.

3. SECTION 3: Pursuant to 65 ILCS 5/11-15.1-1 et. al., and §152.06 of the Village Code of the Village of Mackinaw and pursuant to Article 1 Section 1 of the Constitution of the State of Illinois the President and Village Clerk of the Village of Mackinaw are authorized to sign the attached agreement.

4. SECTION 4: This Ordinance shall take affect upon its passing.

PASSED by at least two-thirds of the corporate authorities then holding office on roll call vote by the President and Board of Trustees of the Village of Mackinaw, Tazewell County, Illinois, on this 25th day of October, 2021.



APPROVED:

[Redacted Signature]

President of the Board of Trustees of
The Village of Mackinaw

ATTEST:

[Redacted Signature]

Village Clerk

Village President Vote:

AYE: X

NAY: _____

AYES: 4

NAYS: 0

ABSENT: 2

(Village President is required to vote due to super majority requirement)

ANNEXATION AGREEMENT FOR THE WAREHOUSE DISTRICT

This Annexation Agreement is hereinafter set forth by and between the Board of Trustees of the Village of Mackinaw, hereinafter "VILLAGE", and William J. Embry and Diana S. Embry, hereinafter "DEVELOPER". This Agreement is entered into pursuant to 65 ILCS 5/11-15.1-1. It is agreed by the parties as follows:

1. TERRITORY TO BE ANNEXED: DEVELOPER will file a Petition with the VILLAGE Clerk and take all other action necessary pursuant to 65 ILCS 5/11-15.1-1 to annex to VILLAGE the property that is set forth in the legal description marked as Exhibit "A" which is attached hereto and incorporated herein by reference.

2. DEVELOPMENT OF SUBDIVISION: DEVELOPER has filed with VILLAGE a proposed layout for the development of six (6) lots. This property will be referred to and developed as "The Warehouse District" to the Village of Mackinaw. DEVELOPER agrees to develop this subdivision pursuant to the terms and conditions of this Annexation Agreement.

3. ENGINEERING SERVICES: Mohr & Kerr Engineering & Land Surveying, P.C. is the consulting engineer for VILLAGE. DEVELOPER desires to utilize the services of Mohr & Kerr Engineering & Land Surveying, P.C. to assist it in the development of this subdivision. VILLAGE hereby approves DEVELOPER utilizing the services of Mohr & Kerr Engineering & Land Surveying, P.C. and waives any conflict of interest that may result thereof. Further, DEVELOPER waives any conflict of interest that may occur as a result of Mohr & Kerr Engineering & Land Surveying, P.C., serving as the engineer for VILLAGE. It is expressly understood that Mohr & Kerr Engineering & Land Surveying, P.C.'s primary obligation shall be to VILLAGE. In the event that a particular action, inaction, development, concept, plan, specification or any other engineering matter related to the development of the subdivision could be interpreted in favor of

VILLAGE or in favor of DEVELOPER, it is expressly understood that all interpretations shall be in favor of VILLAGE unless otherwise agreed by VILLAGE.

4. PLAT OF SURVEY: VILLAGE'S Ordinance requires a preliminary plat and a final plat. Due to nature of this development agreement, to expedite development of the subdivision and based upon the prior practice of VILLAGE not requiring a preliminary plat for subdivisions developed in VILLAGE no preliminary plat shall be required to be prepared. However, a final plat of the subdivision shall be prepared by DEVELOPER. The final plat of the subdivision shall be approved by VILLAGE'S engineer. The final plat of survey shall be submitted to the Zoning Board of Appeals for its approval based upon the agreements contained herein. The role of the Zoning Board of Appeals shall be to determine if the plat is in compliance with the Ordinances of VILLAGE as modified and waived by this agreement and that the proposed plat is in compliance with this agreement. After the final plat has been prepared and approved by the Zoning Board of Appeals VILLAGE shall adopt an Ordinance to annex all of the property described in Paragraph 1 to VILLAGE.

5. OBLIGATIONS OF DEVELOPER: The property that is the subject of this agreement is currently vacant land. DEVELOPER hereby agrees to develop said property to accommodate six (6) Warehouse District lots. The Developer shall undertake the following actions to develop this property:

- a. The plat shall be prepared as described in the preceding paragraph.
- b. Easements shall be dedicated as provided for in the plat and building set back lines shall be set forth in the plat.
- c. Electric service shall be installed to service all lots in the new subdivision.

d. An appropriate ingress and egress entrance shall be developed for the subdivision.

e. Restrictions shall be recorded at the Recorder of Deeds Office of Tazewell County and shall apply to all the lots in the proposed subdivision. A copy of said proposed restrictions is marked as Exhibit "B", attached hereto and incorporated herein by reference.

f. Use the existing concrete driveway and install, as set forth on the Plat, the remainder of the street as a private gravel street that shall serve as access to and from platted lots.

g. Pay the sum of \$3,000.00 to VILLAGE upon VILLAGE adopting the ordinance approving this agreement and approving the annexation. This payment is to reimburse VILLAGE for the water and sewer main cost. This payment is based upon the estimated cost DEVELOPER received to pay for the cost of a private water and sewer main.

6. VILLAGE ASSISTANCE: VILLAGE further agrees to provide the following assistance to the DEVELOPER to allow for the development of the subdivision:

a. A sewer main shall be installed to service all the lots in the Subdivision.

b. A water main shall be installed to service all the lots in the Subdivision.

c. DEVELOPER has requested that a preliminary plat will not be required.

DEVELOPER has further requested that any provisions contained in the VILLAGE Subdivision Ordinance that are inconsistent with the provisions of this agreement shall be waived by VILLAGE and shall not be required. Such requirements that are being waived include, but are not limited to, width of buffer strip reduced to 20 feet, and bond and surety requirements of the subdivision provisions of the VILLAGE Code.

d. Due to the fact that there are scrub and dead trees that need to be cleaned up from the property, the Village hereby authorizes burning of tree limbs and trunks, provided that

all such activities must cease by December 31, 2022. All such burning shall be done in a safe manner, and whoever engages in such burning is responsible for any damages that occur.

7. ZONING: DEVELOPER agrees that all of the property that is the subject of this agreement shall be zoned as Industrial. In addition, it is agreed that DEVELOPER shall restrict the use of the property beyond what is set forth in the zoning ordinance of VILLAGE as set forth in the restrictions which are marked as Exhibit "C" attached hereto and incorporated herein by reference.

8. BENEFITS: The Board of Trustees of VILLAGE finds that this Annexation Agreement benefits the entire VILLAGE. The proposed subdivision provides a unique character and concept which may provide a valuable attraction to the DEVELOPMENT property. The development set forth within this agreement provides an addition to the tax base of VILLAGE, provides for the opportunity for additional revenues in the form of utility tax, water fee revenue and property tax. Finally, VILLAGE finds that due to the "tax caps" that have been imposed in Tazewell County, VILLAGE'S income has been restricted, its citizens continue to demand public services and costs continue to rise. By increasing the tax base additional income will be generated which will assist in the operation of VILLAGE services.

9. AUTHORITY: VILLAGE has entered into this agreement pursuant to 65 ILCS 5/11-15.1-1 et.al. Prior to the execution of this agreement the Board of Trustees of VILLAGE set and fixed a time for and held a public hearing of this proposed agreement. Notice of the proposed agreement was given not more than 30 days but not less than 15 days before said hearing. The notice was published at least once in the Pekin Daily Times which is a newspaper with general circulation within VILLAGE. Further, VILLAGE has entered into this agreement pursuant to §153.008 of the Village Code of the VILLAGE. The notice required by §153.008 was published.

VILLAGE hereby finds that the waivers that are contained within this agreement would benefit the economy of VILLAGE and its citizens. VILLAGE has taken into consideration the advantage of the proposed waivers to the economy of VILLAGE as opposed to the cost to DEVELOPER for the waivers that are provided for herein. VILLAGE finds that this agreement is in the best interest of the citizens of VILLAGE and the requested waivers should be granted.

10. ROLE OF MCGRATH: McGrath Law Office, P.C. is the attorney for VILLAGE. McGrath Law Office, P.C. has provided legal services to DEVELOPER on other unrelated matters.


BY EXPRESS DIRECTION AND AGREEMENT OF THE PARTIES, MCGRATH LAW OFFICE, P.C. SHALL ONLY REPRESENT VILLAGE WITH REGARD TO THE ANNEXATION. It is expressly understood that William J. Embry and Diana S. Embry have developed the restrictions that are set forth in the attached Exhibit "B" and will engage in other legal activities in connection with the sale and marketing of the lots that are contained within the Subdivision. The parties waive any conflict of interest that arises out of the fact that McGrath Law Office, P.C. is representing William J. Embry and Diana S. Embry and the fact that McGrath Law Office, P.C. is representing VILLAGE in connection with the annexation.


11. BINDING EFFECT: If any provision 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. This agreement is binding upon the parties hereto, their heirs, successors and assigns. DEVELOPER has signed this agreement pursuant to authority given to its officers by its Board of Directors. VILLAGE has signed this agreement pursuant to authority granted to its President and Secretary by the Board of Trustees of VILLAGE.

This Agreement will be deemed effective as of the date last signed.

Dated this 25 day of OCT, 2021.


DEVELOPER:


William J. Embry


Diana S. Embry

Dated this 25 day of OCT, 2021.

VILLAGE OF MACKINAW

By: 
Josh Schmidgall, President

Attested to:

By: 
Lisa Spencer, Village Clerk

This Document prepared by:
MCGRATH LAW OFFICE, P.C.
Mark J. McGrath
Attorney for VILLAGE
113 S. Main St., P.O. Box 139
Mackinaw, Illinois 61755

EXHIBIT A

PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 24 NORTH, RANGE 2 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF TRACT "A" AS SHOWN ON A PLAT RECORDED IN PLAT BOOK "VV", PAGE 34 IN THE TAZEWELL COUNTY RECORDER'S OFFICE: THENCE NORTH 87 DEGREES 46 MINUTES 25 SECONDS EAST, (BEARINGS BASED ON THE ILLINOIS STATE PLANE WEST ZONE, NAD83, 2011 ADJUSTMENT) ALONG THE SOUTH LINE OF SAID TRACT "A", A DISTANCE OF 257.14 FEET TO THE SOUTHEAST CORNER OF SAID TRACT "A"; THENCE SOUTH 36 DEGREES 30 MINUTES 55 SECONDS EAST, A DISTANCE OF 326.30 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 9; THENCE SOUTH 80 DEGREES 12 MINUTES 51 SECONDS WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 431.56 FEET TO THE EAST RIGHT OF WAY LINE OF LEOPOLD STREET; THENCE NORTH 09 DEGREES 47 MINUTES 09 SECONDS WEST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET; THENCE NORTH 02 DEGREES 13 MINUTES 35 SECONDS WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 227.23 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 2.441 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, RESTRICTIONS, RESERVATIONS OR RIGHT OF WAY OF RECORD