

**CITY OF LeROY
COUNTY OF McLEAN
STATE OF ILLINOIS**

ORDINANCE NO. 502

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT
FOR LOT 23 IN BUCKLE'S GROVE SUBDIVISION,
MC LEAN COUNTY, ILLINOIS**

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LEROY THIS 19th DAY OF July,
1993.

PRESENTED: July 19, 1993

PASSED: July 19, 1993

APPROVED: July 19, 1993

RECORDED: July 19, 1993

PUBLISHED: July 19, 1993

In Pamphlet Form

Voting "Aye" 5

Voting "Nay" 0

The undersigned being the duly qualified and acting City Clerk of the City of LeRoy does hereby certify that this document constitutes the publication in pamphlet form, in connection with and pursuant to Section 1-2-4 of the Illinois Municipal Code, of the above-captioned ordinance and that such ordinance was presented, passed, approved, recorded and published as above stated.

(SEAL)

X Juanita Bagley
City Clerk of the City of LeRoy,
McLean County, Illinois

Dated: July 19, 1993.

ORDINANCE NO. 502

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT
FOR LOT 23 IN BUCKLE'S GROVE SUBDIVISION,
MC LEAN COUNTY, ILLINOIS**

WHEREAS, the Mayor and City Council of the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation, have determined that it is in the best interests of the City and its residents to annex that real estate described hereinafter, and

WHEREAS, the owners of record of the real estate described hereinafter desire to enter into an annexation agreement providing for certain regulations and requirements to pertain to the desired annexation, and the Mayor and City Council of the City of LeRoy have determined that the proposed annexation agreement is in the best interests of the City and its residents, and all proceedings having been taken, including a zoning hearing being held prior to action being taken on the proposed annexation agreement, and a hearing as required by law having been held on the proposed annexation agreement,

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of LeRoy, McLean County, Illinois, in lawful meeting assembled, as follows:

Section 1. The annexation agreement proposed to be entered into providing for the annexation of the following described real estate:

Lot 23 in Buckle's Grove Subdivision in the South East 1/4 of Section 29,
Township 22 North, Range 2 East of the Third Principal Meridian, in McLean
County, Illinois,

is hereby approved.

Section 2. The annexation agreement in the form as attached hereto in Exhibit A, being incorporated herein by reference, is hereby approved.

Section 3. The Mayor and City Clerk of the City of LeRoy are hereby directed to sign the original and two copies of the aforesaid annexation agreement, and, upon the same being signed by William David Tucker and Shirlye J. Tucker, the City Clerk shall cause two signed copies to be returned to the City.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval and publication in pamphlet form as required by law.

PASSED by the City Council of the City of LeRoy, Illinois, upon the motion by Robert D. Johnson, seconded by Ronnie Litherland, by roll call vote on the 19th day of July, **1993**, as follows:

Aldermen elected 6 Aldermen present 5

VOTING AYE:
David Spratt, Ronnie Litherland, Robert D. Johnson, Lois Parkin, Randy Zimmerman
(full names)

VOTING NAY:
None
(full names)

ABSENT, ABSTAIN, OTHER:
Gary Bulta absent
(full names)

and deposited and filed in the office of the City Clerk in said municipality on the 19th day of July, **1993**.

Juanita Dagley
Juanita Dagley, City Clerk of the City of
LeRoy, McLean County, Illinois

APPROVED BY the Mayor of the City of LeRoy, Illinois, this 19th day of July, **1993**.

Jerry C. Davis
Jerry C. Davis, Mayor of the City of LeRoy,
McLean County, Illinois

ATTEST: (SEAL)

Juanita Dagley
Juanita Dagley, City Clerk, City of LeRoy,
McLean County, Illinois

PRE-ANNEXATION AGREEMENT
FOR
LOT # 23 IN BUCKLES GROVE SUBDIVISION

THIS AGREEMENT is made and entered into this _____ day of _____
_____, 1993, between the City of LeRoy, an Illinois municipal corporation, located in McLean County, Illinois, hereinafter referred to as "CITY," and WILLIAM DAVID TUCKER and SHIRLIE J. TUCKER, husband and wife, owners of the real estate hereinafter described, hereinafter referred to as "OWNERS," residents of Buckle's Grove Subdivision, McLean County, Illinois.

Recitals

A. OWNERS are the record title holders of property that is the subject of this annexation agreement, which property is legally described as follows:

Lot 23 in Buckle's Grove Subdivision in the South East 1/4 of Section 29, Township 22 North, Range 4 East of the Third Principal Meridian, in McLEAN COUNTY, ILLINOIS.

B. With respect to the aforesaid real estate, it is the desire of the OWNERS to annex said property to CITY in accordance with the terms of this agreement. It is the desire of CITY to annex said property, and to facilitate the further development of said property pursuant to the terms and conditions of this agreement.

C. OWNERS have performed and executed, or will perform and execute, all acts required by law to effectuate the annexation contemplated herein. The corporate authorities of CITY have duly fixed a time for a public hearing on this agreement and pursuant to legal notice have held such hearings thereon, all as required by the provisions of the statutes of the State of Illinois.

D. The real estate described herein is situated in the unincorporated area of McLean County, Illinois, and is contiguous to the incorporated territory of CITY. The corporate authorities of CITY have considered the annexation of the subject property. OWNERS propose that all of said property described previously herein be classified in the R-1 Residential Zoning District under the zoning ordinances of CITY.

E. CITY desires that the property described herein be developed and further developed in the manner proposed previously and in accordance with the zoning restrictions placed upon R-1 Residential District property. In reliance upon the development of said property in the manner proposed, OWNERS have executed all petitions and other documents necessary to accomplish the annexation of the subject property to CITY. It is the desire of CITY and OWNERS that the development of the subject property proceed as soon as possible, subject to the ordinances, codes and regulations of CITY.

Covenants

1. The preceding recitals are made a part of these covenants.
2. OWNERS shall, contemporaneously with the execution of this agreement, file with the Clerk of CITY a duly executed petition (including a recordable annexation Plat containing the proper legal description of the property proposed to be annexed) pursuant to and in accordance with Illinois Compiled Statutes 1992 State Bar Edition, Ch. 65 ILCS 5/7-1-2 (formerly cited as ch. 24, sec. 7-1-2, Illinois Revised Statutes 1991 (as amended)), to annex to CITY the property described previously in the recitals hereto. It is expressly understood and agreed, however, that CITY shall take no action with respect to said annexation petition unless and until said property shall have first been validly zoned and classified under the applicable ordinances of CITY, all as hereinafter provided. It is further understood

and agreed that this agreement in its entirety together with the aforesaid petition for annexation shall be null, void and of no force and effect unless said premises are so zoned and classified.

3. CITY agrees to annex the above-described property upon the terms and conditions set forth in this agreement.

4. CITY hereby agrees to classify, zone and district, under the provisions of its zoning ordinances and pursuant to the procedures therein established, the property previously described herein as part of the R-1 Residential Zoning District. CITY represents and warrants that said zoning ordinance, as aforementioned, together with existing ordinances and actions taken by the CITY will permit the zoning as aforesaid in its entirety. Further, the parties hereto agree the property shall be deemed first to have been designated as zoned A-Agriculture District and that CITY need take no further action after approving this agreement and annexing the property to redesignate it as being zoned R-1 Residential District other than to adopt an appropriate ordinance so designating the property's zoning classification.

5. CITY agrees with OWNERS to install a water main along the north side of the property described previously herein, said water main being adequate or more than adequate to serve the water service needs, not only for the premises previously described herein, but also all other houses that may presently be located in the Buckle's Grove Subdivision which may later be annexed into the City and could reasonably be served by an extension of the proposed water main. CITY shall also provide sewer service to the premises, including construction of a sewer collection main along the north side of the premises, in accordance with applicable laws and regulations. The parties hereto agree the sewer service is capable of being connected at this time. The water service to the OWNER along the north

property line will be installed no later than 12 months from the date of this agreement, at such time as CITY desires. OWNERS agree to pay to CITY at the time the sewer main is made available for connection to OWNERS' property previously described herein Two Thousand, Six Hundred Ten (\$2,610.00) Dollars, and to pay to CITY at the time water service is available for connection to OWNERS' property as previously described herein the amount of One Thousand, Five Hundred (\$1,500.00) Dollars. In connection with the providing of water and sewer service to the premises previously described herein OWNERS shall dedicate to the use of CITY, and shall provide by appropriate Grant of Easement, any utility easement required and not presently existing covering the areas through which the water and sewer service must be constructed, to the extent that OWNERS own the real estate across which such services must be constructed.

6. OWNERS agree to reimburse CITY for its reasonable attorney's fees and costs in annexing the property previously described herein and holding the hearings in regard to this annexation agreement, such costs not to exceed Five Hundred (\$500.00) Dollars as to OWNERS' share.


7. This annexation agreement shall be binding upon and inure to the benefit of the parties hereto, successor owners of record of land which is the subject of this agreement, assignees, lessees, and upon any successor municipal authorities of said CITY and successor municipalities for a period of twenty (20) years from the date of execution hereof, and any extended time that may be agreed to by amendments.

8. This agreement shall be enforceable in any court of competent jurisdiction by any of the parties hereto by any appropriate action at law or in equity to secure the performance of the covenants herein contained.

9. OWNERS and their successors in interest are hereby exempted from complying with the applicable subdivision ordinances and regulations of the City of LeRoy providing for specific improvements and methods of adopting subdivision plats only insofar as the annexation of the subject territory is concerned . At any future time if the property is resubdivided or if any part of the property described herein is subdivided or resubdivided, such subdivision or resubdivision will be required to comply with all appropriate and applicable subdivision ordinances and regulations of CITY at such time.

10. If any provision of this agreement is held invalid, such provision shall be deemed to be excised herefrom and the invalidity of such provision shall not affect any of the other provisions contained herein. It is expressly understood that the zoning classification of R-1 Residential District, which has been approved by CITY pursuant to CITY's zoning ordinances, shall survive this agreement and continue to be the zoning classification of the subject premises.

CITY OF LE ROY

By: X 
Jerry C. Davis, Mayor, City of LeRoy, an Illinois municipal corporation, McLean County, Illinois.

ATTEST: (SEAL)

X

Juanita Dagley, City Clerk, City of LeRoy, McLean County, Illinois

OWNERS:

X

William David Tucker

X

Shirlie J. Tucker

CERTIFICATE

I, **JUANITA DAGLEY**, certify that I am the duly elected and acting municipal clerk of the **City of LeRoy**, of **McLean** County, Illinois.

I further certify that on July 19, **1993**, the Corporate Authorities of such municipality passed and approved Ordinance No. 502, entitled:

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT
FOR LOT 23 IN BUCKLE'S GROVE SUBDIVISION,
MC LEAN COUNTY, ILLINOIS,**

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 502, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted at the municipal building, commencing on July 19, **1993**, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated at LeRoy, Illinois, this 19th day of July, **1993**.

(SEAL)

X Juanita Dagley
Municipal Clerk

STATE OF ILLINOIS)
) SS:
COUNTY OF McLEAN)

I, **JUANITA DAGLEY**, do hereby certify that I am the duly qualified and acting City Clerk of the **City of LeRoy, McLean** County, Illinois, and as such City Clerk that I am the keeper of the records and files of the Mayor and the City Council of said City.

I do further certify that the foregoing is a true, correct and complete copy of an ordinance entitled:

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT
FOR LOT 23 IN BUCKLE'S GROVE SUBDIVISION,
MC LEAN COUNTY, ILLINOIS.**

Said ordinance was adopted by the City Council of the City of LeRoy at a regular meeting on the _____ day of _____, **1993**, and a faithful record of said ordinance has been made in the record books.

Dated this _____ day of _____, **1993**.

X _____
City Clerk

(SEAL)