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TAZEWELL COUNTY, IL

JOHN C. ACKERMAN

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

McGrath Law Office, P.C.  
113 S. Main St.  
P.O. Box 139  
Mackinaw, IL 61755

**ANNEXATION ORDINANCE**

*For Recorder Use Only*

**ORDINANCE NO. 1014**

AN ORDINANCE AUTHORIZING ANNEXATION OF  
THE WAREHOUSE DISTRICT PROPERTY TO THE CORPORATE LIMITS  
OF THE VILLAGE OF MACKINAW, TAZEWELL COUNTY, ILLINOIS

ORDINANCE NO. 1014

AN ORDINANCE ANNEXING THE PROPERTY KNOWN AS THE WAREHOUSE  
DISTRICT TO THE VILLAGE OF MACKINAW

WHEREAS, there has been filed with the Village Board of the Village of Mackinaw, 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 besides the owner of record; and

WHEREAS, said territory is contiguous with the boundary of the Village of Mackinaw, 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, the Village of Mackinaw does not provide fire protection district services or library services and therefore no notice is required to be given to any fire protection district or public library.

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

WHEREAS, a Notice of Public Hearing before the Village of Mackinaw Planning Commission and Zoning Board of Appeals on a proposed annexation agreement between the Village of Mackinaw and William J. Embry and Diana S. Embry, was duly published in the Pekin Daily Times; and

WHEREAS, the Village of Mackinaw Planning Commission and Zoning Board of Appeals conducted a public hearing for the purpose of considering the annexation and zoning of the property described herein; and

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

WHEREAS, the Village of Mackinaw and the owner of record of all the land within the territory herein described to be annexed and zoned have entered into contemporaneously with the passage of this ordinance an Annexation Agreement, a copy of which is marked as Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, it is deemed to be in the best interests of the Village of Mackinaw that this territory be annexed to and made a part of the Village of Mackinaw, Illinois; and

WHEREAS, it is deemed to be in the best interests of the Village of Mackinaw, Illinois, that this territory be zoned as herein set forth.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MACKINAW, Tazewell County, Illinois,

SECTION 1: That the property described below is hereby annexed to and made a part of the Village of Mackinaw, Illinois; and the same here hereby included within the corporate limits of the Village of Mackinaw.

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

PIN: 13-13-17-405-003 and 13-13-17-405-004

SECTION 2: That the plat hereunto attached and marked "Exhibit B," 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 Mackinaw with the land being annexed, be made an express part of this ordinance.

SECTION 3: The Annexation Agreement, in the form and substance as attached as "Exhibit A", is hereby approved and the President of the Board of Trustees and the Village Clerk are authorized to execute the same.

SECTION 4: That, upon the taking effect of this ordinance, together with the attached Exhibit A, the Village Clerk shall file a certified copy of this ordinance in the office of the Tazewell County Recorder of Deeds.

SECTION 5: That the property is zoned as follows: Industrial.

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 Mackinaw this 25<sup>th</sup> day of October, 2021; and upon roll call the vote was as follows:

AYES: 4

NAYS: 0

ABSENT: 2

APPROVED this 25<sup>th</sup> day of October, 2021.



(Please Place Village Seal Here)

[Redacted Signature]

Josh Schmidgall, President

ATTEST:

[Redacted Signature]

Lisa Spencer, Village Clerk

**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:

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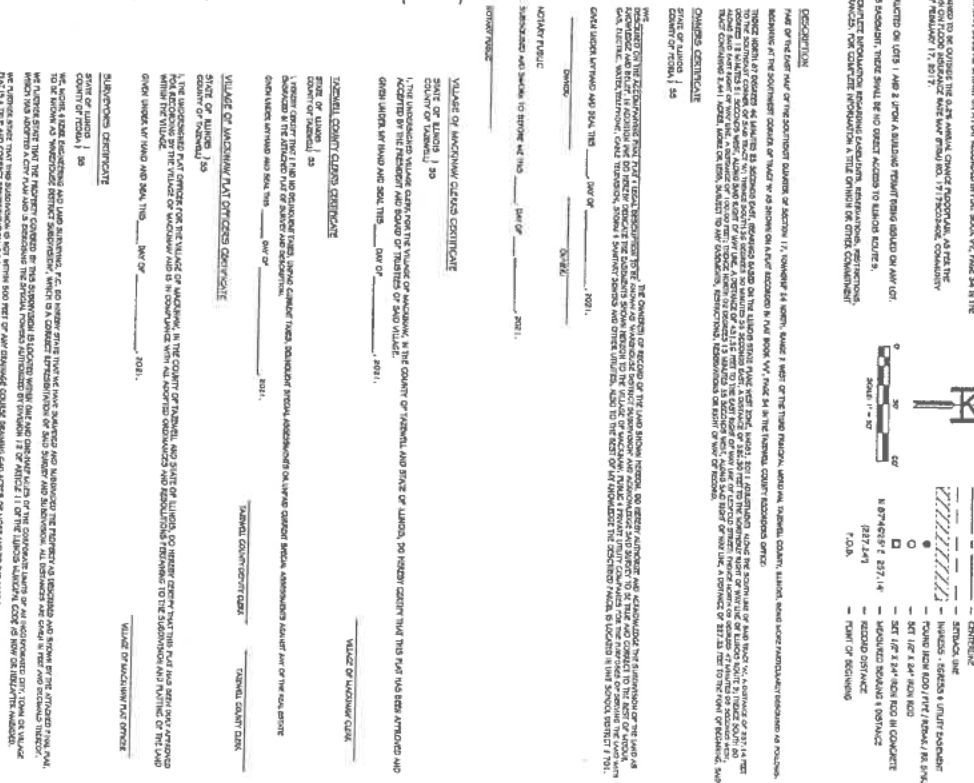
ID#s

13-13-17-405-003

13-13-17-405-004

THIS IS A PLANNED UNIT DEVELOPMENT

SEARINGS BASED ON THE ILLINOIS STATE WOLF FOND, 1960S, 2011 ADJUDICATION.

[illegible]

SHOW THESE PARENTS

	W/L	QUANTITY
INDEPENDENT	108	
CRIMINAL	60	
CORRECTIONAL	60	

[illegible]

PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 17 TOWNSHIP 6 NORTH, RANGE 9E

THE FIRST NATIONAL BANK, LAZARUS COUNTY, ILLINOIS

COMPANY NO.

## **ANNEXATION AGREEMENT FOR THE WAREHOUSE DISTRICT**

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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  
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ID# 13-13-17-405-003

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