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KAREN A. STUKEL
WILL COUNTY RECORDER
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VILLAGE OF ELWOOD

ORDINANCE NO. 1066

**AN ORDINANCE APPROVING ANNEXATION AGREEMENT BETWEEN THE
VILLAGE OF ELWOOD AND ATG ILLINOIS LAND TRUST NO. 006-027 AND
TERRANCE O'CONNOR AND DENNIS O'CONNOR**

**ADOPTED BY
THE BOARD OF TRUSTEES
OF THE
VILLAGE OF ELWOOD**

This 1st day of February, 2017

NANCY SCHULTZ WOOD
COUNTY CLERK
WILL COUNTY, ILLINOIS

2017 FEB -2 PH12: 59

FILED

ORDINANCE NO. 1066

**AN ORDINANCE APPROVING ANNEXATION AGREEMENT BETWEEN THE
VILLAGE OF ELWOOD AND ATG ILLINOIS LAND TRUST NO. 006-027 AND
TERRANCE O'CONNOR AND DENNIS O'CONNOR**

WHEREAS, ATG Illinois Land Trust No. 006-027 is the owner of record of the real estate described in the Plat of Annexation attached hereto and marked Exhibit "A"; and

WHEREAS, Terrance and Dennis O'Connor are beneficiaries of the ATG Illinois Land Trust No. 006-027 with power to direct said Trust; and

WHEREAS, it is the desire of the owners to annex to the Village of Elwood the property described in Exhibit "A" pursuant to the terms and conditions of an Annexation Agreement between the ATG Illinois Land Trust No. 006-027, Terrance O'Connor, and Dennis O'Connor and the Village of Elwood, attached hereto as Exhibit "B"; and

WHEREAS, pursuant to notice, on the 21st day of December, 2016, at the hour of 7:00 o'clock p.m., a public hearing was held before the Village of Elwood President and Board of Trustees as required by 65 ILCS 5/11-15.1-1 et seq. to consider comments for and against said Annexation Agreement.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Elwood, Will County, Illinois, as follows:

SECTION ONE: That the Annexation Agreement, dated February 1, 2017, attached hereto as Exhibit "B" is hereby approved.

SECTION TWO: That the Village President shall sign and the Village Clerk shall attest to same.

SECTION THREE: That the original of said Agreement, containing all signatures, together with this Ordinance, shall be recorded at Village's expense at the Will County Recorder's office.

SECTION FOUR: That this Ordinance shall not be effective unless approved by two-thirds of the corporate authorities.

SECTION FIVE: That all ordinances and parts of ordinances in conflict with or inconsistent with the provisions of this ordinance are hereby repealed to the extent of any such conflict or inconsistency.

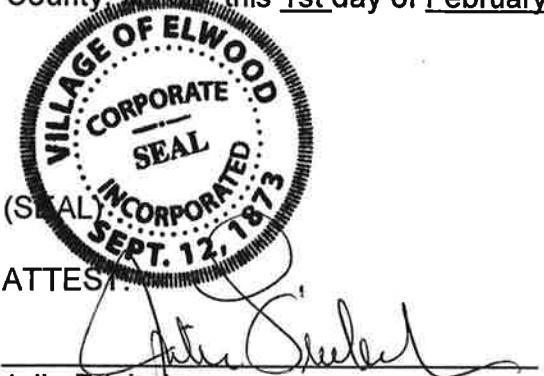
SECTION SIX: That if any part or portion of this ordinance shall be declared invalid by a court of competent jurisdiction, such partial invalidity shall not affect the remainder of this ordinance.

SECTION SEVEN: That this Ordinance shall be in full force and effect from and after its passage and approval by the President and Board of Trustees.

PRESENTED to the President and Board of Trustees of the Village of Elwood, Will County, Illinois, this 1st day of February, 2017.

PASSED by the President and Board of Trustees of the Village of Elwood, Will County, Illinois, this 1st day of February, 2017.

SIGNED by the President of the Board of Trustees of the Village of Elwood, Will County, Illinois, this 1st day of February, 2017.



Julie Friebele
Village Clerk
Village of Elwood, Will County, Illinois



William Offerman
Village President
Village of Elwood, Will County, Illinois

PARCEL 1

THAT PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 29, IN TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN; DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTH HALF OF THE SOUTHWEST QUARTER; THENCE SOUTH 88 DEGREES 11 MINUTES 31 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER 1176.38 FEET; THENCE NORTH 33 DEGREES 56 MINUTES 34 SECONDS EAST 79.10 FEET TO THE POINT OF BEGINNING (PARCEL 1); THENCE NORTH 60 DEGREES 08 MINUTES 09 SECONDS WEST 500.00 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 53; THENCE NORTHEASTERLY 750.18 FEET ALONG THE ARC OF SAID SOUTHEASTERLY RIGHT OF WAY LINE (THE CHORD OF WHICH BEARS NORTH 36 DEGREES 13 MINUTES 13 SECONDS EAST 750.06 FEET) TO THE SOUTH LINE OF THE NORTH 389.98 FEET OF THE AFORESAID SOUTHWEST QUARTER; THENCE NORTH 88 DEGREES 13 MINUTES 33 SECONDS EAST ALONG SAID SOUTH LINE 582.86 FEET; THENCE SOUTH 34 DEGREES 10 MINUTES 36 SECONDS WEST 1054.18 FEET TO THE POINT OF BEGINNING (PARCEL 1); EXCEPTING THEREFROM THAT PART CONVEYED BY TRUSTEE'S DEED, RECORDED FEBRUARY 3, 2009, AS DOCUMENT NUMBER R2009011971; IN WILL COUNTY, ILLINOIS. Containing 10.000 acres more or less.

PARCEL 2

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 29, IN TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN; DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID SOUTHWEST QUARTER; THENCE SOUTH 88 DEGREES 11 MINUTES 31 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER 1176.38 FEET; THENCE SOUTH 33 DEGREES 56 MINUTES 34 SECONDS WEST 2.15 FEET TO THE POINT OF BEGINNING (PARCEL 2); THENCE NORTH 60 DEGREES 08 MINUTES 09 SECONDS WEST 500.48 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 53; THENCE SOUTHWESTERLY 875.51 FEET ALONG THE ARC OF SAID SOUTHEASTERLY RIGHT OF WAY LINE (THE CHORD OF WHICH BEARS SOUTH 31 DEGREES 55 MINUTES 14 SECONDS WEST 875.32 FEET) TO THE SOUTH LINE OF THE NORTH 482.37 FEET OF THE SOUTH HALF OF THE AFORESAID SOUTHWEST QUARTER; THENCE NORTH 88 DEGREES 11 MINUTES 31 SECONDS EAST ALONG SAID SOUTH LINE 943.98 FEET; THENCE NORTH 00 DEGREES 32 MINUTES 15 SECONDS EAST 434.84 FEET TO A POINT WHICH IS SOUTH 60 DEGREES 08 MINUTES 09 SECONDS EAST 58.51 FEET FROM THE POINT OF BEGINNING (PARCEL 2); THENCE NORTH 60 DEGREES 08 MINUTES 09 SECONDS WEST 58.51 FEET TO THE POINT OF BEGINNING (PARCEL 2); EXCEPTION THEREFROM THAT PART CONVEYED BY TRUSTEE'S DEED, RECORDED FEBRUARY 3, 2009, AS DOCUMENT NUMBER R2009011971; IN WILL COUNTY, ILLINOIS. Containing 10.000 acres more or less.

Property Is Commonly known as: 26935 Route 53, Elwood, IL 60421

PIN Numbers: 10-11-29-300-016-0000 and 10-11-29-300-015-0000

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PLAT OF SURVEY

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SCALE
1" = 100'

PARCEL 1
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STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

CLERK'S CERTIFICATE

I, Julie Friebele, the duly qualified and acting Village Clerk of the Village of Elwood, Will County, Illinois, do hereby certify that attached hereto is a true and correct copy of an ordinance entitled:

ORDINANCE NO. 1066

**AN ORDINANCE APPROVING ANNEXATION AGREEMENT BETWEEN THE
VILLAGE OF ELWOOD AND ATG ILLINOIS LAND TRUST NO. 006-027 AND
TERRANCE O'CONNOR AND DENNIS O'CONNOR**

which ordinance was duly adopted by said Board of Trustees at a regular meeting held on the 1st day of February, 2017.

I do further certify that a quorum of said Board of Trustees was present at said meeting, and that the Board of Trustees complied with all the requirements of the Illinois Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand this 1st day of February, 2017.




Julie Friebele
Village Clerk
Village of Elwood, Will County, Illinois

EXHIBIT "B"

ANNEXATION AGREEMENT

BETWEEN THE

VILLAGE OF ELWOOD

AND

ATG ILLINOIS LAND TRUST NO. 006-027

AND

TERRANCE AND DENNIS O'CONNOR,

As beneficiaries of the ATG ILLINOIS LAND TRUST NO. 006-027

ANNEXATION AGREEMENT
BETWEEN THE
VILLAGE OF ELWOOD
AND
ATG ILLINOIS LAND TRUST NO. 006-027
AND
TERRANCE AND DENNIS O'CONNOR,
as beneficiaries of the ATG ILLINOIS LAND TRUST NO. 006-027

Prepared by and return to:
Thomas J. Gilbert
Ottosen Britz Kelly Cooper
Gilbert & DiNolfo, Ltd.
9990 West 190th Street, Suite A
Mokena, IL 60448

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT, made and entered into this 18 day of September, 2017 between the **Village of Elwood**, a municipal corporation of the County of Will, in the State of Illinois (hereinafter referred to as "VILLAGE") and the **ATG Illinois Land Trust No. 006-027**, and **Terrance and Dennis O'Connor**, beneficiaries of the ATG Illinois Land Trust No. 006-027 with the power to direct said Trust (hereinafter referred to as "OWNERS").

WHEREAS, OWNERS are the owner(s) of record of the real estate (hereinafter referred to as "TERRITORY"), the legal description of which is attached hereto as Exhibit A and by this reference made a part hereof; and

WHEREAS, OWNERS have submitted to the VILLAGE two (2) Petitions for Annexation; and

WHEREAS, the PARTIES hereto desire the TERRITORY which is contiguous to the VILLAGE to be annexed to the VILLAGE on the terms and conditions hereinafter set forth; and

WHEREAS, OWNERS and VILLAGE agree that they will be bound by the terms of this Annexation Agreement; and

WHEREAS, the VILLAGE will extend its zoning, building, health and other municipal regulations and ordinances over the TERRITORY, thereby protecting the VILLAGE from possible undesirable or inharmonious use and development of unincorporated areas surrounding the VILLAGE; and

WHEREAS, the new boundaries of the Village of Elwood resulting from this annexation shall extend to the far side of every highway and shall include all of every highway so annexed; and

WHEREAS, the parties desire, pursuant to 65 ILCS 5/11-15.1, to enter into an Agreement with respect to annexation of the TERRITORY and various other matters; and

WHEREAS, pursuant to the provisions of the statute, the President and Board of Trustees of the VILLAGE had duly fixed a time for and held a public hearing upon the Annexation Agreement and had given notice of said hearing in accordance with 65 ILCS 5/11-15.1; and

WHEREAS, the President and Board of Trustees of the VILLAGE has considered the annexation and development of the TERRITORY described in the Petition and has determined that the best interest of the VILLAGE will be met if the TERRITORY is annexed to the VILLAGE and developed in accordance with the provisions of the Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter contained, the PARTIES agree as follows:

Section 1. Incorporation of Recitals.

The PARTIES agree that the foregoing recitals are material to this Agreement and are hereby incorporated and made a part of this Agreement as though they were fully set forth herein.

Section 2. Authority.

This Agreement is made and entered into by the PARTIES pursuant to and in accordance with the provisions of Sections 11-15.1-1 et seq. of the Illinois Municipal Code, and as authorized by the OWNERS of the TERRITORY.

Section 3. VILLAGE Representations as to Necessary Actions.

The VILLAGE represents that it shall take all action(s) as may be required and necessary to enable the VILLAGE to execute this Agreement and fully carry out and perform the terms, covenants, agreements and duties and obligations on its part to be kept and performed as created and imposed by the terms and provisions hereof.

Section 4. Annexation of TERRITORY.

The OWNERS have filed two (2) Petitions to voluntarily annex the TERRITORY to the VILLAGE. Contemporaneous with adoption of a Resolution or Ordinance authorizing execution of this Agreement, the VILLAGE shall adopt the necessary Ordinance annexing the TERRITORY to the VILLAGE. For said purpose, the OWNERS have provided to the VILLAGE a Plat of Annexation for the TERRITORY for recordation. The VILLAGE shall notify, as required by law, all entities or persons of such annexation and promptly record all ordinances, plats and affidavits necessary to said annexation, in accordance with any and all statutory and ordinance requirements. The OWNERS shall cooperate with the VILLAGE in, the recording of all documents necessary to accomplish such annexation in the manner required by law.

Section 5. Status of TERRITORY Upon Annexation

Upon annexation, the TERRITORY shall be zoned C-2, Community Shopping District within the VILLAGE as requested in OWNER's Petition for Zoning Map Amendment. The OWNERS intend to use the TERRITORY as Commercial.

Section 6. Compliance with Village Ordinances.

OWNERS shall comply with all Village Ordinances, rules and regulations, as from time to time amended, unless otherwise varied herein.

Section 7. Term.

This Agreement shall be binding upon all the parties hereto, their respective successors and assigns for a period of twenty (20) years. All of the terms and conditions provided herein shall run the land.

Section 8. Severability.

In the event any phrase, paragraph, article or portion of this Agreement is found to be invalid, illegal or unenforceable by any court of competent jurisdiction, such finding of invalidity, illegality or unenforceability as to that portion shall not affect the validity, legality or enforceability of the remaining portions of this Agreement. If, for any reason, this Agreement, or any provision hereof, is ruled invalid, in whole or in part, the PARTIES shall expeditiously take such action(s) (including the giving of such notices, the holding of such public hearing and the adoption of such ordinances and resolutions) as may be necessary to give effect to the spirit of this Agreement and the intentions of the PARTIES as reflected by the terms of this Agreement. The PARTIES, nor any party claiming by or through them, shall not contest or dispute the validity, legality or enforceability, or assert the invalidity, illegality or unenforceability, of any phrase, paragraph, article or provision of this Agreement or of any ordinance adopted by the VILLAGE pursuant to this Agreement.

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



ATTEST:

[Signature]
Village Clerk

"VILLAGE":

Village of Elwood, an Illinois municipal corporation

By:

[Signature]
President, Board of Trustees

"OWNERS":

ATG Illinois Land Trust No. 006-027

Exoneration provision restricting
liability of ATG Trust Company
either attached on the reverse side
hereof or attached hereto,
is incorporated herein.

By: Cyle M. Klein 11-30-16
Land Trust Officer

Terrance F O'Connor
Terrance O'Connor,
as beneficiary of ATG Illinois Land Trust
No. 006-027

Dennis O'Connor
Dennis O'Connor,
As beneficiary of ATG Illinois Land Trust
No. 006-027

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Dennis O'Connor, as beneficiary of ATG Illinois Land Trust No. 006-027, personally known to me to be the same person whose name is subscribed to the foregoing instrument, respectively appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act.

Given under my hand and Notarial Seal this _____ day of _____,
2016. *[Signature]*

Elizabeth Neiman
Notary Public



I, Elizabeth Neman, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ANGELA McCLELLAN, as Land Trust Officer ATG Illinois Land Trust No. 006-027, personally known to me to be the same person whose name is subscribed to the foregoing instrument, respectively appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act.

Given under my hand and Notarial Seal this 30 day of Nov.,
2016.

Elizabeth Neiman
Notary Public



STATE OF ILLINOIS)
COUNTY OF WILL) SS.

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William E. Offerman, President of the Board of Trustees of the Village of Elwood, and Julie Friebel, Village Clerk of said Village, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President of the Board of Trustees and Village Clerk, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes set forth.

Given under my hand and Notarial Seal this _____ day of _____,
2016.

Notary Public

STATE OF ILLINOIS)
COUNTY OF WILL)
) SS.
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)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Terrance O'Connor and Dennis O'Connor, as beneficiaries of the ATG Illinois Land Trust No. 006-027, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act.

Given under my hand and Notarial Seal this 11 day of December 2016
2016.

Notary Public



EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 29, IN TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN; DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTH HALF OF THE SOUTHWEST QUARTER; THENCE SOUTH 88 DEGREES 11 MINUTES 31 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER 1176.38 FEET; THENCE NORTH 33 DEGREES 56 MINUTES 34 SECONDS EAST 79.10 FEET TO THE POINT OF BEGINNING (PARCEL 1); THENCE NORTH 60 DEGREES 08 MINUTES 09 SECONDS WEST 500.00 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 53; THENCE NORTHEASTERLY 750.18 FEET ALONG THE ARC OF SAID SOUTHEASTERLY RIGHT OF WAY LINE (THE CHORD OF WHICH BEARS NORTH 36 DEGREES 13 MINUTES 13 SECONDS EAST 750.06 FEET) TO THE SOUTH LINE OF THE NORTH 399.98 FEET OF THE AFORESAID SOUTHWEST QUARTER; THENCE NORTH 88 DEGREES 13 MINUTES 33 SECONDS EAST ALONG SAID SOUTH LINE 582.86 FEET; THENCE SOUTH 34 DEGREES 10 MINUTES 36 SECONDS WEST 1054.18 FEET TO THE POINT OF BEGINNING (PARCEL 1); EXCEPTING THEREFROM THAT PART CONVEYED BY TRUSTEE'S DEED, RECORDED FEBRUARY 3, 2009, AS DOCUMENT NUMBER R2009011971; IN WILL COUNTY, ILLINOIS. CONTAINING 10.000 ACRES MORE OR LESS.

PIN Number: 10-11-29-300-016-0000

PARCEL 2:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 29, IN TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN; DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID SOUTHWEST QUARTER; THENCE SOUTH 88 DEGREES 11 MINUTES 31 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER 1176.38 FEET; THENCE SOUTH 33 DEGREES 56 MINUTES 34 SECONDS WEST 21.15 FEET TO THE POINT OF BEGINNING (PARCEL 2); THENCE NORTH 60 DEGREES 08 MINUTES 09 SECONDS WEST 500.48 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 53; THENCE SOUTHWESTERLY 875.51 FEET ALONG THE ARC OF SAID SOUTHEASTERLY RIGHT OF WAY LINE (THE CHORD OF WHICH BEARS

SOUTH 31 DEGREES 55 MINUTES 14 SECONDS WEST 875.32 FEET) TO THE SOUTH LINE OF THE NORTH 482.37 FEET OF THE SOUTH HALF OF THE AFORESAID SOUTHWEST QUARTER; THENCE NORTH 88 DEGREES 11 MINUTES 31 SECONDS EAST ALONG SAID SOUTH LINE 943.98 FEET; THENCE NORTH 00 DEGREES 32 MINUTES 15 SECONDS EAST 434.84 FEET TO A POINT WHICH IS SOUTH 60 DEGREES 08 MINUTES 09 SECONDS EAST 58.51 FEET FROM THE POINT OF BEGINNING (PARCEL 2); THENCE NORTH 60 DEGREES 08 MINUTES 09 SECONDS WEST 58.51 FEET TO THE POINT OF BEGINNING (PARCEL 2); EXCEPTION THEREFROM THAT PART CONVEYED BY TRUSTEE'S DEED, RECORDED FEBRUARY 3, 2009, AS DOCUMENT NUMBER R2009011971; IN WILL COUNTY, ILLINOIS. CONTAINING 10.000 ACRES MORE OR LESS.

PIN Number: 10-11-29-300-015-0000

