



2022011544

TASHA SIMS
RECORDER - DEKALB COUNTY, IL

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REC FEE: 55.00

PAGES: 9

**Ordinance No. 2022-27
An Ordinance
Approving the
Annexation of Certain
Property Located in the
Village of Maple Park,
Kane and DeKalb
Counties, Illinois**

PREPARED BY:

FOSTER, BUICK, CONKLIN,
LUNDGREN & GOTTSCHALK, LLC
2040 Aberdeen Court
Sycamore, Illinois 60178

RETURN TO:

Village of Maple Park
P.O. Box 220
Maple Park, Illinois 60151

"KEEP IN FILE"

*Plat Cabinet 11
Slide # 45-A*

The Above Space for Recorder's Use Only

VILLAGE OF MAPLE PARK

ORDINANCE NO. 2022-27

**AN ORDINANCE APPROVING THE ANNEXATION OF
CERTAIN PROPERTY LOCATED IN THE VILLAGE OF
MAPLE PARK, KANE AND DEKALB COUNTIES, ILLINOIS**

**ADOPTED BY
THE BOARD OF TRUSTEES
OF THE
VILLAGE OF MAPLE PARK
KANE AND DEKALB COUNTIES, ILLINOIS**

Published in pamphlet form by authority of the Board of Trustees of the Village of Maple Park, Kane and DeKalb Counties, Illinois, this 6th day of December, 2022.

ORDINANCE NO. 2022-27

**AN ORDINANCE APPROVING THE ANNEXATION OF
CERTAIN PROPERTY LOCATED IN THE VILLAGE OF MAPLE
PARK, KANE AND DEKALB COUNTIES, ILLINOIS**

This Annexation Agreement (hereinafter referred to as the “Agreement”) is made and entered into this 6th day of December, 2022, by and among Chicago Title Land Trust Company, as successor to Heartland Bank & Trust Company, as Trustee under the provisions of a Trust Agreement dated the 1st day of July, 1999, and known as Trust Number 2396, as to PINS: 09-25-451-002 and 09-25-476-001, Chicago Title Land Trust Company, as successor to Heartland Bank & Trust Company, as Trustee under the provisions of a Trust Agreement dated the 25th day of December, 2006, and known as Trust Number 2976, as to PINS: 09-25-300-005 and 09-25-300-006, AND Chicago Title Land Trust Company, as successor to Heartland Bank & Trust Company, as Trustee under the provisions of a Trust Agreement dated the 25th day of December, 2006, and known as Trust Number 2975, as to PIN: 09-25-477-002 (hereinafter collectively referred to as the “Owner”), and the Village of Maple Park (hereinafter referred to as the “Village”), a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois by and through its President and Board of Trustees (collectively referred to as the “Corporate Authorities”).

Recitals

(a) The Owner is the owner of record of certain parcels of real property situated on the west side of Maple Park in DeKalb County, Illinois, which is more particularly described in Exhibit “A” attached hereto and made a part hereof (“Parcels”), which parcels consists of approximately 85.77 acres and adjoins, abuts, and is contiguous to the corporate limits of the Village.

(b) The Parcels have not been annexed to any municipality.

(c) The Parcels adjoin, abut, and are contiguous to a portion of certain rights-of-way known as Maple Park Road and Kinkaid Street, dedicated for public purposes, which portion of such rights-of-way are more particularly described in Exhibit “B” attached hereto and made a part hereof.

(d) The Subject Property constitutes territory that is contiguous to and may be annexed to the Village, as provided under §7-1-1, et seq., of the Illinois Municipal Code (65 ILCS 5/7-1-1, et seq.).

(e) The Owner desires to have the Subject Property annexed to the Village on the terms and conditions provided herein.

(f) The Corporate Authorities, after due and careful consideration, have concluded that the annexation of the Subject Property to the Village would further the orderly growth of the Village, enable the Village to control future development of the Subject Property, and serve the best interests of the Village.

(g) Pursuant to the provisions of 65 ILCS 5/11-15.1-1, et seq., a proposed Pre-Annexation Agreement in substance and form the same as this Agreement was submitted to the Corporate Authorities, and a public hearing was held thereon pursuant to notice, all as provided by statute and the ordinances of the Village.

(h) Any fire protection district, library district, and other entity or person entitled to notice prior to annexation of the Subject Property to the Village has been given notice thereof by the Village as required by law.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and in reliance on the ordinances, codes, and regulations of the Village in effect as of the date hereof, the parties hereto hereby agree as follows:

1. Statutory Authority. The parties hereto enter into this Agreement pursuant to and in accordance with the provisions of 65 ILCS 5/11-15.1-1, et seq., and Title 11, Zoning Regulations, Chapter 12, Annexation Agreements, of the Maple Park Village Code.

2. Annexation. The Owner has filed with the Village Clerk a Petition for Annexation for the Subject Property to the Village, conditioned on the terms and provisions of this Agreement, which petition has been prepared, executed, and filed in accordance with 65 ILCS 5/7-1-8, and the ordinances and other requirements of the Village. The Village has waived all fees and deposits required for such annexation.

3. Uses. All or any portion of the Parcels may be used for farming and ancillary uses prior to the commencement of any future development of the Parcels.

4. Miscellaneous.

(a) All provisions, conditions, and regulations as set forth in this Agreement and the documents or plans to which it refers shall supersede all Village ordinances, codes, and regulations that are in conflict herewith as they may apply to the Subject Property. However, where this Agreement is silent, the Village ordinances shall apply and control.

(b) Notwithstanding any other provision contained herein to the contrary with respect to the Subject Property, this Agreement shall be effective for a term of twenty [20] years from the date hereof or, if longer, the longest term permitted by law.

(c) This Agreement shall bind the heirs, successors, and assigns of the Owners, the Village, the Corporate Authorities, and their successors in office. This Agreement shall inure to the benefit of the parties hereof, their successors, and assigns provided that the Owners shall have no right to assign this Agreement except in connection with conveyances of all or any portion of the Subject Property.

(d) Nothing herein shall in any way prevent the alienation, encumbrance, or sale of the Subject Property or any portion thereof, and the new owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed.

1. Within thirty [30] days after the execution hereof, the text of this Agreement (or a suitable memorandum hereof) shall be recorded at the sole cost and expense of the Village in the Office of the Recorder of DeKalb County, Illinois.

2. It is further agreed that any party to this Agreement, either in law or in equity, by suit, action, mandamus, or other proceeding, may enforce or compel the performance of this Agreement or have other such relief for the breach thereof as may be authorized by law or that by law or in equity is available to them.

(e) It is understood by the parties hereto that time is of the essence of this Agreement. It is further understood that upon the occurrence of a default of any of the provisions of this Agreement, which default continues for ten [10] days after a notice specifying such default is given the defaulting party, the injured party hereto may in law or in equity, by suit, action, mandamus, or

other proceeding, including specific performance, enforce or compel the performance of this Agreement by such defaulting party.

(f) In the event any portion of this Agreement or part thereof shall be deemed invalid, such invalidity of said provision or part thereof shall not affect the validity of any other provision hereof.

(g) Unless stated otherwise elsewhere herein, any notice required or permitted under this Agreement shall be in writing and shall be deemed given when mailed by registered or certified mail:

If to the Owners: Chicago Title Land Trust Company, as Trustee
10 South LaSalle Street, Suite 2750
Chicago, IL 60603

If to the Village: Village of Maple Park
c/o Village Administrator
302 Willow Street
P.O. Box 220
Maple Park, IL 60151

(h) The amendment of any existing ordinance of the Village shall not hereafter be effective against the Development Parcel during the term of this Agreement. Any special assessment or special use district imposed by the Village shall not be effective against the Development Parcel during the term of this Agreement. However, in the event any provision of such amendment shall be less restrictive than the existing law, the Owners or their successors may elect to be bound by such provision as such amendment may affect the Subject Property.

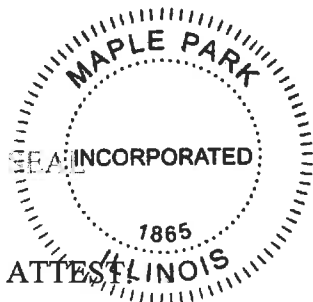
APPROVED THIS 7th day of December, 2022.

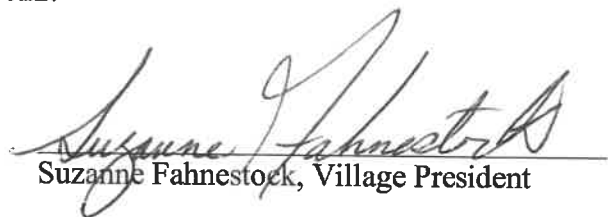
AYES: Groezinger, Joy, Peloso, Speare, and Ward

NAYS: None

ABSENT: Simon

SIGNED this 7th day of December, 2022.




Suzanne Fahnestock, Village President


Elizabeth Peerboom, Village Clerk

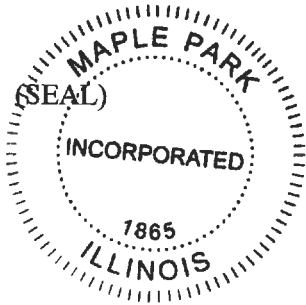
CLERK'S CERTIFICATE

STATE OF ILLINOIS)
)
COUNTIES OF DEKALB AND KANE) SS

I, Elizabeth Peerboom, certify that I am the duly appointed and acting municipal clerk of Maple Park, DeKalb and Kane County, Illinois.

I further certify that on the 7th day of December, 2022, the Board of Trustees of the Village of Maple Park passed and approved Ordinance 2022-27, "AN ORDINANCE APPROVING THE ANNEXATION OF CERTAIN PROPERTY LOCATED IN THE VILLAGE OF MAPLE PARK, DEKALB COUNTY, ILLINOIS."

Dated at Maple Park, Illinois, this 7th day of December, 2022.



Elizabeth Peerboom
Elizabeth Peerboom, Acting Village Clerk

Exhibit "A"

PIN: 09-25-300-005

THAT PART OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 5, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 25; THENCE SOUTHERLY ALONG SAID WEST LINE, 760.09 FEET TO THE SOUTH LINE OF SAID SECTION 25; THENCE EASTERLY AT AN ANGLE OF 88 DEGREES 49 MINUTES 56 SECONDS MEASURED CLOCKWISE FROM SAID WEST LINE, ALONG SAID SOUTH LINE, 1,981.43 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE NORTHERLY AT AN ANGLE OF 91 DEGREES 12 MINUTES 27 SECONDS MEASURED CLOCKWISE FROM SAID SOUTH LINE, ALONG SAID EAST LINE, 337.63 FEET TO SAID SOUTHERLY LINE; THENCE NORTHWESTERLY AT AN ANGLE OF 100 DEGREES 52 MINUTES 32 SECONDS MEASURED CLOCKWISE FROM SAID EAST LINE, ALONG SAID SOUTHERLY LINE, 2,017.76 FEET TO THE POINT OF BEGINNING, ALL IN CORTLAND TOWNSHIP, DEKALB COUNTY, ILLINOIS.

PIN: 09-25-300-006

THAT PART OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 5, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTH 1/2 OF THE SOUTH 1/2; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SOUTH 1/2 OF THE SOUTH 1/2, 3,490.28 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING WESTERLY ALONG SAID NORTH LINE, 475.28 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 25; THENCE SOUTHERLY AT AN ANGLE OF 91 DEGREES 13 MINUTES 28 SECONDS MEASURED CLOCKWISE FROM SAID NORTH LINE, ALONG SAID WEST LINE, 372.23 FEET TO THE NORTHERLY LINE OF MAPLE PARK ROAD; THENCE SOUTHEASTERLY AT AN ANGLE OF 100 DEGREES 54 MINUTES 55 SECONDS MEASURED CLOCKWISE FROM SAID WEST LINE, ALONG SAID NORTHERLY LINE, 416.45 FEET; THENCE NORTHERLY AT AN ANGLE OF 87 DEGREES 15 MINUTES 35 SECONDS MEASURED CLOCKWISE FROM SAID NORTHERLY LINE, 465.98 FEET TO THE POINT OF BEGINNING, ALL IN CORTLAND TOWNSHIP, DEKALB COUNTY, ILLINOIS.

PIN: 09-25-451-002 & PIN: 09-25-476-001

THAT PART OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 5, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTH 1/2 OF THE SOUTH 1/2; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SOUTH 1/2 OF THE SOUTH 1/2, 2,740.28 FEET; THENCE SOUTHERLY AT RIGHT ANGLE TO SAID NORTH LINE, 637.43 FEET TO THE NORTHERLY LINE OF MAPLE PARK ROAD; THENCE SOUTHEASTERLY AT AN ANGLE OF 102 DEGREES 08 MINUTES 23 SECONDS MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID NORTHERLY LINE, 1,515.17 FEET TO AN ANGLE POINT IN SAID NORTHERLY LINE; THENCE EASTERLY AT AN ANGLE OF 168 DEGREES 35 MINUTES 17 SECONDS MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, CONTINUING ALONG SAID NORTHERLY LINE, 1,241.95 FEET TO THE EAST LINE OF SAID SOUTH 1/2; THENCE NORTHERLY AT AN ANGLE OF 90 DEGREES 16 MINUTES 57 SECONDS MEASURED CLOCKWISE FROM SAID NORTHERLY LINE, ALONG SAID EAST LINE, 972.00 FEET TO THE POINT OF BEGINNING, ALL IN CORTLAND TOWNSHIP, DEKALB COUNTY, ILLINOIS.

PIN: 09-25-477-002

THAT PART OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY WITH THE WEST LINE OF COUNTY LINE ROAD, THE CENTER LINE OF SAID COUNTY LINE ROAD BEING THE EAST LINE OF SAID SECTION 25; THENCE NORTH, ALONG THE WEST LINE OF COUNTY LINE ROAD, 101.0 FEET; THENCE NORTH 86 DEGREES 54 MINUTES WEST 135.0 FEET TO THE POINT OF BEGINNING; THENCE NORTH 0 DEGREES 02 MINUTES WEST 136.92 FEET TO THE SOUTH LINE OF MAPLE PARK ROAD; THENCE SOUTH 89 DEGREES 57 MINUTES WEST ALONG SAID SOUTH LINE 537.19 FEET TO A POINT THAT IS 545.5 FEET EAST OF THE INTERSECTION OF SAID SOUTH LINE OF MAPLE PARK ROAD AND THE NORTH LINE OF SAID CHICAGO AND NORTHWESTERN RAILWAY RIGHT OF WAY, AS MEASURED ALONG SAID SOUTH LINE; THENCE SOUTH 0 DEGREES 03 MINUTES EAST 109.99 FEET TO THE SAID NORTH LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY RIGHT OF WAY; THENCE SOUTH 78 DEGREES 39 MINUTES EAST ALONG SAID NORTH LINE 397.66 FEET; THENCE NORTH 1 DEGREE WEST 59.84 FEET; THENCE SOUTH 86 DEGREES 54 MINUTES WEST 148.55 FEET TO THE POINT OF BEGINNING, IN DEKALB COUNTY, ILLINOIS.

12/9/2022 02:05 PM
Village of Maple Park

TRANSACTION # 87974

Documents:
2022011543 Annex Agreement \$55.00
2022011544 Annexation \$55.00

Recording Fee: \$110.00
TOTAL: \$110.00
Credit Card: \$110.00

Park Village of Maple

THANK YOU
TASHA SIMS
RECORDER
DEKALB COUNTY, IL

Map of territory to be annexed to the Village of Maple Park, DeKalb County, Illinois

Parcel 1: P.I.N. 09-25-300-006
 (4.26 Acres)
 Parcel 2: P.I.N. 09-25-476-001
 (24.96 Acres)
 Parcel 3: P.I.N. 09-25-451-002
 (84.59 Acres)
 Parcel 4: P.I.N. 09-25-300-003
 (24.96 Acres)
 Parcel 5: P.I.N. 09-25-477-002
 (128.82 Acres)
 Total Area: 85.77 Acres

Parcel 1: 09-25-300-006

That part of the South Half of the South Half of Section 25, Township 40 North, Range 5, East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of said South Half of the South Half; thence Westerly along the north line of said South Half of the South Half, 390.028 feet to a Point of Beginning; thence continuing Westerly along said north line, 472.28 feet to the East Half of the Southwest Quarter of said Section 25; thence Southerly of an angle of 98° 15' 39" measured clockwise from said north line, along said west line, 372.23 feet to the northern line of Maple Park Road; thence Southwesterly at an angle of 100° 54' 55" measured clockwise from said north line, 46.45 feet; thence Northerly at an angle of 87° 15' 35" measured clockwise from said north line, 465.36 feet to the Point of Beginning, together with that portion of Maple Park Road adjoining the above described property, all in Corland Township, DeKalb County, Illinois.

Parcel 2: 09-25-476-001 & 09-25-451-002

That part of the South Half of the South Half of Section 25, Township 40 North, Range 5, East of the Third Principal Meridian, described as follows: Beginning at the Northeast corner of said South Half of the South Half; thence Westerly along the north line of said South Half of the South Half, 2740.28 feet; thence Southerly of right angle to said north line, 637.43 feet to the northerly line of Maple Park Road; thence Southwesterly of an angle of 102° 08' 23" measured clockwise from the last described course, along said northerly line, 193.17 feet to an angle point in said northerly line; thence Easterly at an angle of 168° 35' 17" measured clockwise from the last described course, continuing along said northerly line, 1241.95 feet to the east line of said South Half; thence northerly at an angle of 50° 16' 37" measured clockwise from said northerly line, along said east line, 972.00 feet to the Point of Beginning, together with that portion of Maple Park Road adjoining the above described property, all in Corland Township, DeKalb County, Illinois.

Parcel 3: 09-25-300-005

That part of the South Half of the South Half of Section 25, Township 40 North, Range 5, East of the Third Principal Meridian, described as follows: Beginning at the Northeast corner of said South Half of the South Half; thence Westerly along the north line of said South Half of the South Half, 390.028 feet to a Point of Beginning; thence continuing Westerly along said north line, 472.28 feet to the East Half of the Southwest Quarter of said Section 25; thence Southerly of an angle of 98° 15' 39" measured clockwise from said north line, along said west line, 372.23 feet to the northern line of Maple Park Road; thence Southwesterly at an angle of 100° 54' 55" measured clockwise from said north line, 46.45 feet; thence Northerly at an angle of 87° 15' 35" measured clockwise from said north line, 465.36 feet to the Point of Beginning, together with that portion of Maple Park Road adjoining the above described property, all in Corland Township, DeKalb County, Illinois.

Parcel 4: 09-25-477-002

That part of Section 25, Township 40 North, Range 5, East of the Third Principal Meridian, described as follows: Commencing at the intersection of the north line of the Right of Way of the Chicago and North Branch of the Chicago River with the west line of County Line Road, the center line of said County Line Road being the east line of said Section 25; thence Northerly along the west line of said County Line Road, 101.00 feet; thence North 85° 54' West 153.00 feet to the Point of Beginning; thence North 00° 02' West 136.92 feet to the south line of Maple Park Road; thence South 85° 57' West along said south line, 537.19 feet to a Point of Beginning; thence South 85° 57' West along said south line, 109.99 feet to the north line of said Chicago and Northwestern Railroad; thence North 00° 03' East 109.99 feet to the intersection of said south line of Maple Park Road and the north line of said Chicago and Northwestern Railroad; thence North 00° 03' East 109.99 feet to the north line of the Chicago and Northwestern Railway Right of Way; thence South 78° 35' East 53.84 feet; thence South 86° 54' East 148.55 feet to the Point of Beginning, all in Corland Township, DeKalb County, Illinois.

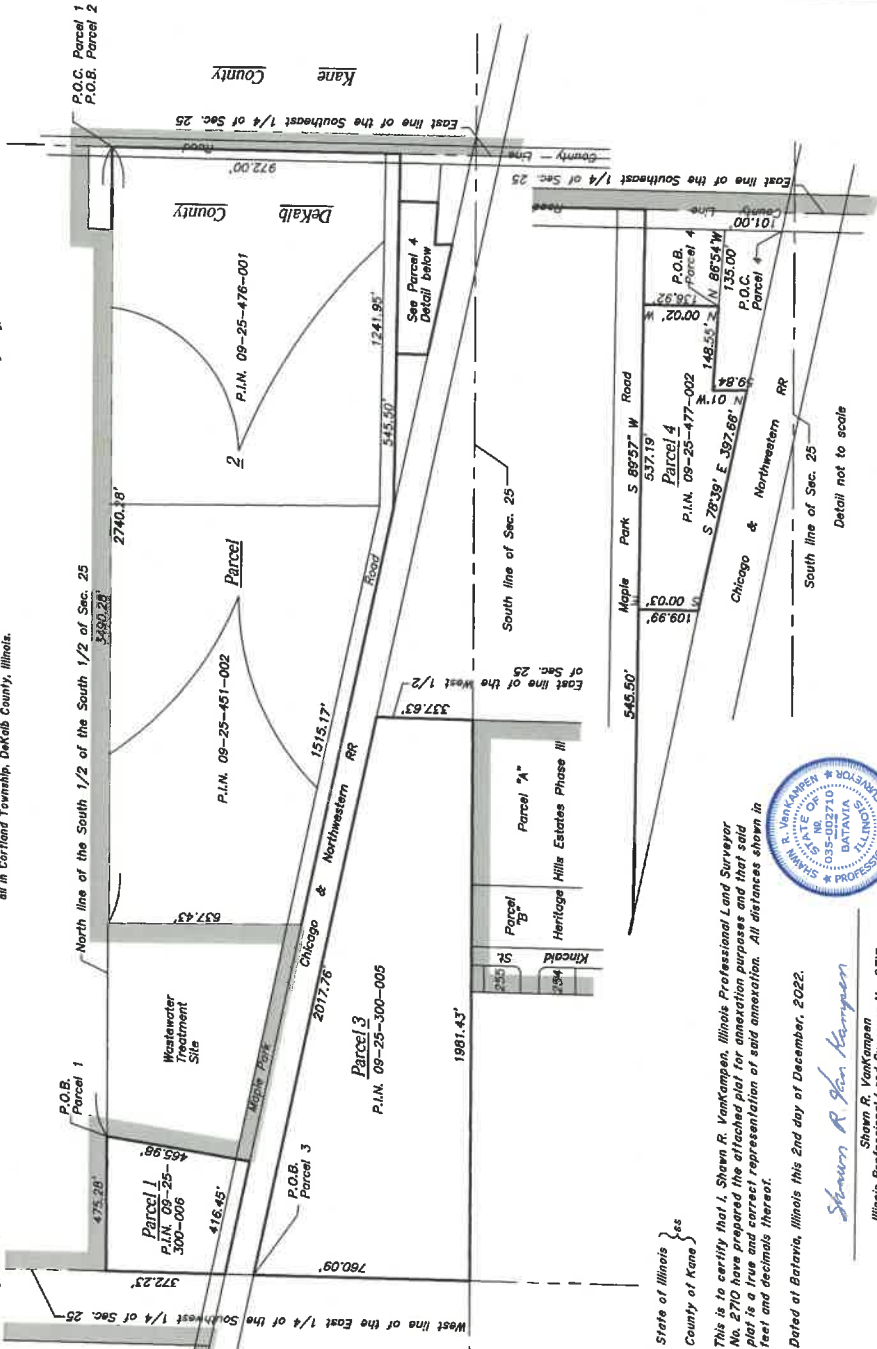


--- LEGEND ---
 Indicates boundary of property hereby annexed
 Indicates existing corporate limits

PREPARED FOR:
 Village of Maple Park
 302 Willow Street
 Maple Park, IL 60151-0220



Exhibit



This is to certify that I, Shawn R. Vankampen, Illinois Professional Land Surveyor No. 2710 have prepared the attached plat for annexation purposes and that said plat is a true and correct representation of said annexation. All distances shown in feet and decimals thereof.

Dated at Batavia, Illinois this 2nd day of December, 2022.

Shawn R. Vankampen

Shawn R. Vankampen
 Illinois Professional Land Surveyor No. 2710
 License Expiration Date: November 30th, 2024



Detail not to scale