

Ordinance #O.20.14

An Ordinance **AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT WITH RAMONALISA LLC FOR THE GRANT HILLS MOTEL.**

Adopted by the City Council of the City of Galena this 24th Day of August 2020.

Published in pamphlet form by authority of the City Council of the City of Galena, Jo Daviess County, Illinois, this 24th Day of August 2020.

STATE OF ILLINOIS)
) City of Galena
COUNTY OF JO DAVIESS)


CERTIFICATE

I, Mary Beth Hyde, certify that I am the duly elected municipal clerk of the City of Galena, JoDaviess County, Illinois.

I further certify that on the 24th Day of August 2020, the Corporate Authorities of said municipality passed and approved Ordinance No. O.20.14 entitled **AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT WITH RAMONALISA LLC FOR THE GRANT HILLS MOTEL**, which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. O.20.14 including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the municipal building, commencing the 24th Day of August 2020 and commencing for at least ten (10) days thereafter.

Dated at Galena, Illinois, this 25th August 2020.


Mary Beth Hyde, City Clerk

(Seal)

ORDINANCE NO. O.20.14

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A
ANNEXATION AGREEMENT WITH RAMONALISA LLC FOR THE GRANT HILLS MOTEL**

WHEREAS, it is in the best interests of the City of Galena, Jo Daviess County, Illinois, that a certain annexation agreement pertaining to the land described below be entered into; and

WHEREAS, a copy of such agreement is attached hereto and incorporated herein; and

WHEREAS, the legal owner of record of the property that is the subject of the annexation agreement is ready, willing and able to enter into that agreement and to perform the obligations as required thereunder; and

WHEREAS, the statutory procedures provided in Division 15.1 of Article 11 of the Illinois Compiled Statutes, as amended, 65 ILCS 5/11-15.1, for the execution of the annexation agreement have been fully complied with;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GALENA, JO DAVIESS COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: That the property covered by the Annexation Agreement is described in EXHIBIT A, and

SECTION 2: That the Mayor be and is hereby authorized and directed to execute, and the City Clerk is directed to attest, a document known as "Annexation Agreement" (a copy of which is attached hereto and made a part hereof), and

SECTION 3: The invalidity of any section part, provision, term or phrase of this Ordinance shall not affect the validity of the remainder hereof, and

SECTION 4: All ordinances or parts of ordinances in conflict or inconsistent with this Ordinance shall be repealed to the extent of any such conflict or inconsistency, and

SECTION 5: This Ordinance shall be in full force and effect from and after its passage; approval and publication as provided by law.

SECTION III: That this Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

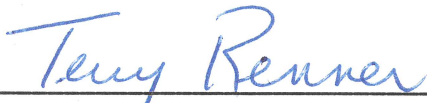
SECTION IV: Passed and approved this 24th day of August, A.D., 2020.

AYES:

Westemeier, Allendorf, Bernstein,
Hahn, Kieffer, McCoy, Renner

NAYS:

None



Mayor, Terry Renner

ATTEST:



City Clerk, Mary Beth Hyde

Prepared by:

Joe Nack, City Attorney
101 Green Street
Galena, IL 61036

Return to:

Mark Moran
City Administrator
101 Green Street
Galena, IL 6103

ANNEXATION AGREEMENT

THIS AGREEMENT is made on or as of the 24th day of August, 2020, by and between the **CITY OF GALENA, an Illinois Municipal Corporation** (the "City") and **RAMONALISA, an Illinois limited liability company, with its principal office located at 1480 Route 20 W, Elizabeth, IL 61028 or its grantees, heirs, successors or assigns, (the "Owners")**.

RECITALS

A. The Owners hold title to or have an interest in the Property hereinafter more particularly described in "Exhibit A."

B. Section 11-15.1-1 of the Illinois Municipal Code authorizes municipalities to enter into annexation agreements providing for the annexation of certain property upon the property becoming contiguous to the municipality.

C. On the 25th day of July, 2020, the Owners submitted a Petition for Annexation, including legal description and annexation plat, to annex the Property to the City of Galena.

D. Owners propose to enter into an annexation agreement with the City for the Property and rezone the General Commercial District pursuant to authority granted by the City of Galena Zoning Board of Appeals and the Galena City Council.

E. Given the proximity of the Property to the City and the possible provision of City utilities to the Property, this development will have a far greater impact on the City than upon any other unit of local government having the authority to undertake regulation of those operations.

F. On the 12th day of August, 2020, after duly published notice, the Zoning Board of Appeals of the City conducted a public hearing on Owner's request for a rezoning from the Limited Agricultural district to the General Commercial District. Upon adjournment of the public hearing, the Zoning Board of Appeals of the City made recommendations regarding such items to the City Council of the City in the manner provided by law. Upon adjournment of the public hearing, the Zoning Board of Appeals made recommendations regarding such items to the City Council in the manner provided by law.

G. On the 24th day of August, 2020, after duly published notice, the City Council of the City conducted a public hearing on this Agreement in accordance with applicable law.

H. Performance by both the Owners and the City of their respective obligations under this Agreement is critical to the health, safety, and welfare of the general public, and to the enjoyment and use of property located in the vicinity of the Property.

I. The City acknowledges the financial challenges created by COVID-19 restrictions on tourism and impacts on local businesses. The City also recognizes the contribution the Owner's business has made to the City of Galena and that the Owners have already installed and paid for the sewer pipe serving the property. These factors are important considerations when calculating fees and costs.

NOW, THEREFORE, in consideration of the foregoing recitals and in consideration of the mutual covenants and agreements hereinafter set forth, the City and the Owners agree as follows:

ARTICLE I

INCORPORATION OF RECITALS AND EXHIBITS

1.1 **Incorporation of Recitals.** The recitals herein above set forth are incorporated into and made a part of this Agreement.

1.2 **Incorporation of Exhibits.** The exhibits attached hereto are incorporated into and made a part of this Agreement.

ARTICLE II

DEFINITIONS

2.1 **Definitions.** As used in this Agreement, the following terms shall have the meaning set forth opposite each of them except where the use or context clearly indicates that a different meaning is intended:

2.1.1 **"Agreement"** or **"this Agreement"** shall mean this Annexation Agreement between the City and the Owners.

2.1.2 **"City"** means the City of Galena, a municipal corporation organized and existing under the laws of the State of Illinois and located in Jo Daviess County, Illinois.

2.1.3 **"County"** means the County of Jo Daviess in the State of Illinois.

2.1.4 **"Owners"** means RAMONALISA, LLC, its grantees, heirs, successors or assigns.

2.1.5 **"Property"** means the real property legally described on "Exhibit A."

2.1.6 **"Zoning Code"** means the City of Galena Zoning Ordinance found at Chapter 154 of the City Code of the City.

ARTICLE III

ANNEXATION AND ZONING OF THE PROPERTY

3.1 **Adoption of Ordinances Addressing Zoning Matters.** No later than thirty (30) days after the adoption of this Agreement, the City shall, subject to the terms and conditions of this Agreement, do all things necessary or appropriate to cause the City to adopt an ordinance for the purpose of establishing the zoning of the Property as General Commercial District.

3.2 **Annexation of the Property.** Within sixty (60) days after the adoption of this Annexation Agreement, the City shall, subject to the terms and conditions of this Agreement, do all things necessary or appropriate to cause the Property to be annexed to the City and to comply with the provisions of this Agreement. In particular and without limitation, the City shall pass and approve an ordinance annexing the Property to the City, and prepare and serve any notices as may be required for any township road district, fire protection district or library district, as appropriate. The City shall record as necessary the ordinance annexing the Property and record or file any other documents as may be necessary to effectuate the terms of this Agreement.

3.3 **Use of the Property Prior to Annexation.** Until the City annexes the Property as provided in Section 3.3 of this Agreement, the City and Owners agree that the Property may be used in accordance with and consistent with the terms of this Agreement and with all ordinances of the City regarding such development in place at the time of the execution of this Agreement.

ARTICLE IV

ZONING

4.1 **Zoning.** The City shall enact such ordinances, adopt such resolutions, and take such other actions as are necessary to zone the Property General Commercial District.

4.2 **Highway Corridor Overlay Compliance.** Prior to the issuance of any City building permit, the Owner shall comply with the provisions of the Highway Corridor Overlay District as found in Zoning

Code Section 154.303 for those portions of the Property to which the Corridor District applies. According to Section 154.922, a Non-Administrative Highway 20 Development permit shall be required. As a condition to the issuance of a permit in said District by the City, Owner shall be required to submit plans and obtain approval or waiver from the City with respect to the following: (a) the location of each proposed structure on the site, the number of stories and height thereof, gross floor area, and the location of entrances and exits to buildings; (b) the dimension and capacities of parking and loading areas, and the character and location of illumination facilities and landscaping for same shown on a dimensional drawing; and (c) the location and height of all walls, fences and screen plantings, landscaping and buffer areas. City approval or waiver of the aforesaid after review by the Zoning Board of Appeals and approval by the City Council shall not be unreasonably withheld.

4.3 **Screening**. Pursuant to Zoning Code Section 154.301 and Section 154.923, Owners shall be required to provide City with the proposed location and screening of all onsite facilities for refuse collection, loading areas, outdoor storage areas and HVAC or other utility equipment prior to the issuance of a building permit for the construction of any improvements on the Property.

4.4 **Site Plans**. Consistent with City of Galena Zoning Ordinance Section 154.914, site plans shall be submitted to the Zoning Administrator and shall be reviewed and, if in compliance with City ordinances and this Agreement, approved by the City pursuant to the provisions found in Zoning Code Section 154.134 of the Galena Zoning Ordinance.

4.5 **Materials to be Used**. All buildings shall be erected on the Property using a façade of brick, stone, brick veneer, stucco, wood or other similar materials, all subject to approval by the City.

4.6 **Utilities**. Pursuant to City of Galena Subdivision Ordinance Section 153.42, all public utilities constructed in the Property shall be located within the street right-of-way or in easements dedicated for utility services. All utilities constructed in the Property shall be located underground.

4.7 **Permits**. Prior to commencing construction of any buildings or development work, Owners shall at their sole cost and expense acquire any and all licenses or permits which may be required by

applicable local ordinances of the City, as well as may be required by all county, state or federal statutes or regulations.

ARTICLE V

CODES AND ORDINANCES; FEES

5.1 Except where specifically limited or reserved by this Agreement, to the extent of any conflict, ambiguity or inconsistency between the terms, provisions or standards contained in this Agreement and the terms, provisions or standards, either presently existing or hereafter adopted, by the City of Galena Code of Ordinances, the City of Galena Zoning Ordinance, the City of Galena Storm Water Detention Ordinance, and the City of Galena Subdivision Ordinance, or any other City code, ordinance or regulation, the terms, provisions and standards of this Agreement shall control and govern during the term of this Agreement. Notwithstanding the foregoing, if any City code, ordinance or regulation is hereafter adopted, amended or interpreted so as to be less restrictive upon the Owners with respect to the development of the Property, than is the case under the existing law, then at the option of the Owners, such less restrictive amendment or interpretation shall control during the term of this Agreement.

5.2 No fee or charge of any description shall be imposed upon the Owner or upon the development and use of the Property, unless, as of the date of this Agreement, such fee or charge is in existence and being collected by the City on fair and rational basis from all Owners, users and owners of property within the City, based on considerations of the type of project, the impact on the City's infrastructure and enhancement of City revenue.

5.3 In that regard, the Grant Hills Motel has provided reasonably priced accommodations to Galena tourists and visitors for many years. As a result of the motel's continuing operation, Owners have contributed significant sums of hotel/motel taxes benefitting the City and County.

5.4 In recognition of the business' contribution to the project and the circumstances necessitating this project, the City agrees to accept \$200.00 for the annexation petition and \$200.00 for the rezoning application.

ARTICLE VI

SANITARY SEWER SERVICE

6.1 The City represents and warrants that it owns, operates, and maintains a sanitary sewage collection, treatment, and disposal system within its borders, but not contiguous to or abutting the Property. All buildings on the property that are required by building code to have sanitary sewer facilities shall be connected to the public sewer system and shall not be permitted to utilize septic treatment or other alternative treatment or containment systems. The City warrants that the sanitary sewer system owned and operated by the City has sufficient capacity and functionality to serve the Property as currently developed.

6.2 Subject to the limitations set forth herein, the Owners shall have the right to connect to and use such sanitary sewer system and mains. Prior to the issuance of any building permits, Owners shall pay to the City all permit, tap-on and inspection fees based on the fee schedule in place at the time of permit application.

6.3 The Owners shall be responsible for obtaining any and all permissions, easements, or property necessary to install the sanitary sewer system needed to serve the Property. The City does not guarantee sufficient public right-of-way or public property to install sanitary sewer service outside of the Property. Any and all costs incurred by the City in assisting Owners in obtaining permits, easements, completion of the engineering study and any other assistance including, but not limited to City staff time, additional engineering and other professional costs as well as reasonable attorney fees, all as reasonably identified by the City, shall be reimbursed in full to the City by Owners prior to authorization to connect either to the existing sewer system or any extension or expansion thereof accomplished by Owners or the City pursuant to the terms of this Agreement. The parties have agreed that the four sewer connection fees shall total \$1,200.00. City shall without cost to the City and to the extent reasonably possible, assist Owners in procuring easements or acquiring property interests necessary to extend the sanitary sewer from its current terminus to the boundary of the Property in order to effect the provision of sanitary service

to the Property. All such work will be done in accordance with plans provided in said engineering study and approved by the City Engineer.

ARTICLE VII

POTABLE WATER SERVICE

7.1 The City represents and warrants that it owns, operates, and maintains a potable water supply and distribution system within its borders. All buildings on the property that are required by building code to have potable water service shall be connected to the public water system, **if the public water system is adequate for the use of the Property**, not later than the date that the private well or water system is no longer viable or a new well or private water system is needed. Viability will be defined by the failure of the existing well to provide potable water to the Property. The City does not warrant, guarantee or agree that the potable water system owned and operated by the City has sufficient capacity, pressure or functionality to serve the Property or any development thereof.

7.2 Subject to the limitations set forth herein, the Owners shall have the right to connect to and use such potable water supply system. Prior to the issuance of any building permits, Owners shall pay to the City all permit, tap-on and inspection fees negotiated between the Owners and the City.

7.3 The Owners shall be responsible for obtaining any and all permissions, easements, or property necessary to install the potable water system needed to serve the Property. The City does not guarantee sufficient public right-of-way or public property to install water service outside of the Property. Any and all costs incurred by the City in assisting Owners in obtaining permits, easements, completion of the engineering study and any other assistance including, but not limited to City staff time, additional engineering and other professional costs as well as reasonable attorney fees, all as reasonably identified by the City, shall be reimbursed in full to the City by Owners prior to authorization to connect either to the existing potable water system or improvement to, extension or expansion thereof accomplished by Owners or the City pursuant to the terms of this Agreement. Such action to complete such extension of the potable water main or mains shall be taken no later than the date water service is required for occupancy of the improvements to be serviced by said water main extension and constructed on the

Property. City shall, without cost to the City and to the extent reasonably possible, assist Owners in procuring easements or acquiring property interests necessary to extend the potable water from its current terminus to the boundary of the Property in order to effect the provision of potable water service to the Property. All such work will be done in accordance with plans provided in said engineering study and approved by the City Engineer. Water within the Property shall be extended only with Illinois Environmental Protection Agency approval and only pursuant to permits from the City.

ARTICLE XIII

STORM DRAINAGE

8.1 Owners shall be responsible for providing all necessary storm sewers, detention systems and compensatory storage for any new construction on the Property in compliance with the City of Galena Storm Water Detention Ordinance as amended, the existing City of Galena Flood Plain Ordinance and all other applicable laws and regulations, as modified or amended pursuant to the terms of this Agreement.

ARTICLE IX

OTHER REQUIREMENTS REGARDING INFRASTRUCTURE

9.1 All public infrastructure including, but not limited to, sanitary sewer system, potable water system, storm drainage system and streets shall be installed on the Property consistent with all City ordinances, specifications, rules, regulations and the terms of this Agreement and same shall be subject to inspection and testing by appropriate officials of the City prior to the required dedication to and acceptance of same by the City. Prior to the City accepting dedication of any public infrastructure, said professional engineer shall provide the City with a report confirming all public infrastructure is installed in accordance with City approved plans and specifications.

9.2 Prior to taking any action with regard to installation of any such public infrastructure systems, Owners shall provide at least twenty-four (24) hour advance notice to the City that such work is about to commence. Failure to provide such notice prior to the beginning of any such work shall be a breach of

this Agreement and shall subject the Owners to possible stop work order(s) of a temporary or permanent nature as the City may determine to be appropriate under the circumstance.

9.3 Owners acknowledge and agree that no public infrastructure shall be approved or accepted by the City nor will any building permits be issued without the delivery to the City by Owners of "As Built" plans and/or drawings of all such public infrastructure installations in both paper and electronic form compatible with the Jo Daviess County Geographic Information System (GIS) or any similar system used by Jo Daviess County at the time of submission of same.

9.4 Prior to acceptance of any dedication of any public infrastructure by the City, Owners shall provide to the City copies of all recorded easements needed for such public infrastructure. Owners agree that all such easements shall not be created nor recorded without prior City Attorney acceptance and approval of the language, terms and descriptions set forth therein. All such easements shall reference that maintenance and repairs of said public infrastructure shall be completed by Owners prior to acceptance of same by the City under the terms of this Agreement.

9.5 Owners shall warrant all infrastructure accepted by the City for a period of one year commencing on the date of acceptance of the infrastructure by ordinance. During the warranty period, Owners shall be responsible for all repairs necessary to maintain the public infrastructure free from defects or damage and in the same condition as at the date of acceptance.

ARTICLE X

TERM

10.1 This Agreement shall be binding upon the parties and their respective grantees, heirs, successors and assigns for twenty (20) years, commencing as of the date hereof, and for such further term as may hereinafter be authorized by statute and by City ordinance. If any of the terms of this Agreement, or the annexation or zoning of the Property, is challenged in any court proceeding, then, to the extent permitted by law, the period of time during which such litigation is pending shall be included in calculating said twenty (20) year period.

ARTICLE XI

GENERAL PROVISIONS

11.1 **Breach and Opportunity to Cure.** Before any failure of any party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify in writing the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance is completed to the reasonable satisfaction of the complaining party within thirty (30) days after receipt of such notice, or in the case of a failure which by its nature takes in excess of thirty (30) days to cure, such longer period of time as may be reasonably necessary to cure the same provided that the curing party is pursuing said cure with due diligence.

11.2 **Enforcement.** The terms and conditions of this Agreement shall be specifically enforceable by the parties hereto. In the event of litigation initiated by either party for the purpose of seeking enforcement of this Agreement, the Court shall award reasonable attorneys fees and costs to the prevailing party, whether such fees are incurred for purposes of negotiation, trial or appellate practice. A party will be deemed to have prevailed if it obtains a judgment or settlement which substantially provides the relief sought by such party as determined by the Court.

11.3 **Amendment.** This Agreement and any exhibits attached hereto may be amended only by the mutual consent of the parties including in the case of the City, by the adoption of an ordinance or resolution of the City approving said amendment as provided by law, and by the execution of said amendment by the parties or their successors in interest. Any language of this section which is inconsistent with Illinois law at the time such language is being construed regarding amendment of annexation agreements is hereby agreed by the parties as void.

11.4 **No Other Agreements.** Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter hereof and fully integrates the agreement of the parties.

11.5 **Binding on Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective grantees, heirs, successors and permitted assigns.

11.6 **Consent.** Except as otherwise provided herein, whenever consent or approval of either party is required, such consent or approval shall not be unreasonably withheld or unduly delayed.

11.7 **Paragraph Headings.** Paragraph headings and references are for the convenience of the parties and are not intended to limit, vary, define or expand the terms and provisions contained in this Agreement and shall not be used to interpret or construe the terms and provisions of this Agreement.

11.8 **Severability.** If any provision, covenant or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement (and to that end, any provisions, covenants or portion of this Agreement are declared to be severable).

11.9 **Applicable Law.** This Agreement shall be construed in accordance with the laws and decisions of the State of Illinois.

11.10 **Notices.** All notices herein shall be in writing and shall be deemed to be effective as of the date of actual delivery if by personal delivery or as of the third day from and including the day of posting if mailed by certified or registered mail return receipt requested with postage prepaid:

To the City:

City of Galena
Attention: City Administrator
101 Green Street
Galena, IL 61036

with a copy to:

City Attorney
101 Green Street
Galena, IL 61036

To Owners:

RAMONALISA, LLC
c/o James W. Vincent and Robert Dickinson
1480 Route 20 West
Elizabeth, IL 61028

with a copy to:

Michael Toepfer
Vincent, Roth, Toepfer & Leinen, P.C.
11406 Route 20 West, P.O. Box 6346
Galena, IL 61036

or to such replacement parties as may from time to time be identified by written notice.

13.12 **Mutual Assistance**. Subject to provisions of this Agreement requiring payment for or reimbursement to the City for costs by Owners, the City and Owners shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms, including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the City of such resolutions and ordinances and the taking of such other actions as may be necessary to enable the City's and Owners compliance with the terms and provisions of this Agreement and as may be necessary to give effect to the terms and objectives of this Agreement and the intentions of the parties as reflected by said terms. This process shall proceed in a manner where there shall be no costs to the City.

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IN WITNESS WHEREOF, the City and Owners have caused this Annexation Agreement to be
executed effective as of the day and
year first above written.

CITY OF GALENA:

BY:

Terry Renner
Mayor

ATTEST:

Margaret Hyde
Its City Clerk

OWNERS:

BY:

James W. Vincent
James W. Vincent, Manager

ATTEST:

see notary

BY:

Robert Dickinson
Robert Dickinson, Manager

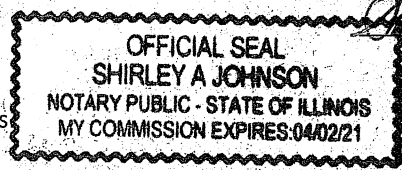
ATTEST:

see notary

STATE OF ILLINOIS)
) ss.
JO DAVIESS COUNTY)

The foregoing instrument was acknowledged before me by Terry Renner, City Mayor, and Mary Beth Hyde, City Clerk, this 28th day of August, 2020.

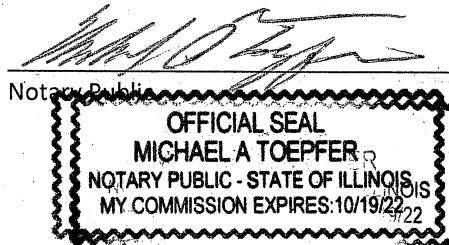
STATE OF ILLINOIS)
) ss.
JO DAVIESS COUNTY)



Shirley Johnson
Notary Public

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, Do Hereby Certify that **JAMES W. VINCENT**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 21st day of September, 2020.

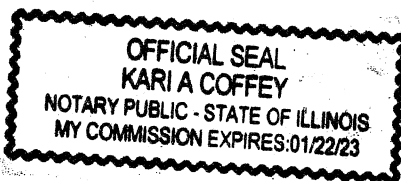


Michael A Toepfer
Notary Public

STATE OF ILLINOIS)
) ss.
JO DAVIESS COUNTY)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, Do Hereby Certify that **ROBERT DICKINSON**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal this 21 day of September, 2020.



Kari Coffey
Notary Public

Joseph Nack
City Attorney
City of Galena
101 Green Street
Galena, IL 61036
815/777-1050

Exhibit A

LEGAL DESCRIPTION
RAMONALISA LLC ANNEXATION
GRANT HILLS MOTEL

Of Property Currently Described As: Part of Lot 1 of "Grant Hills Motel Place" in Section 21, Township 28 North (T28N), Range 1 East (R1E) of the Fourth Principal Meridian (4th PM), East Galena Township, Jo Daviess County, Illinois, the boundary of said tract being more particularly described as follows:

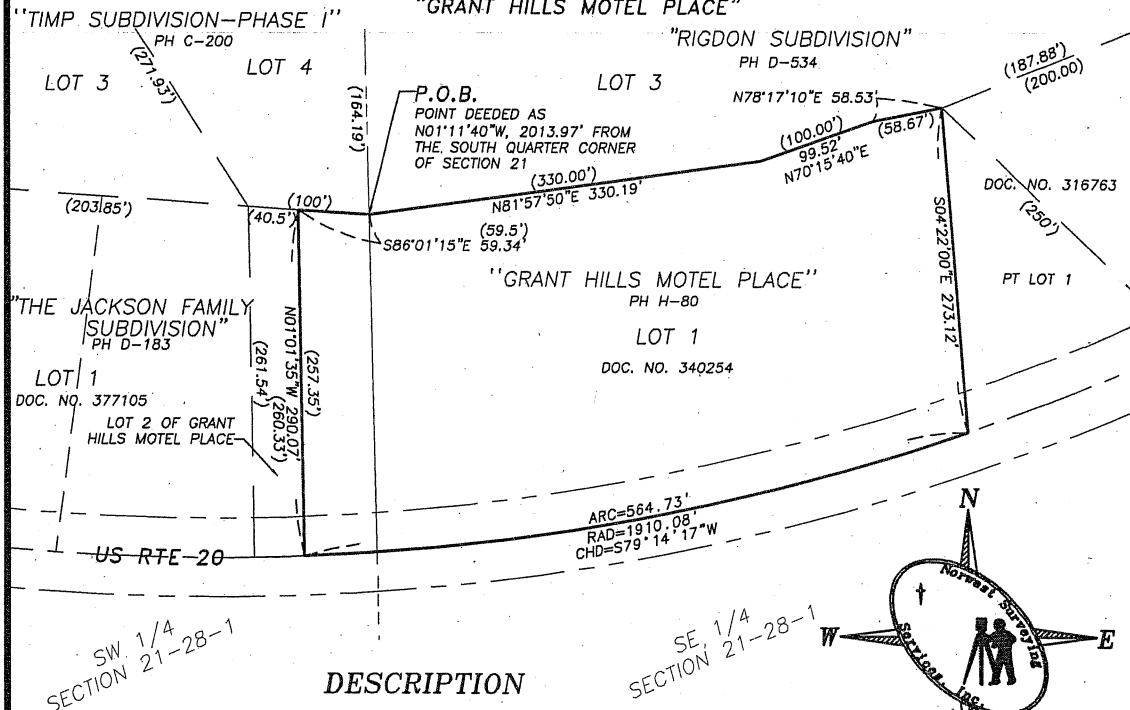
Commencing at the South Quarter corner of Section 21, Township 28 North (T28N), Range 1 East (R1E) of the Fourth Principal Meridian (4th PM); thence North 01 degrees 11 minutes 40 seconds West, 2013.97 feet to a point on the North line of Lot 1 of "Grant Hills Motel Place" in said Section 21, said point also being the Point of Beginning; thence North 81 degrees 57 minutes 50 seconds East, along said North line, a distance of 330.19 feet; thence North 70 degrees 15 minutes 40 seconds East, along said North line, a distance of 99.52 feet; thence North 78 degrees 17 minutes 10 seconds East, along said North line, a distance of 58.53 feet; thence South 04 degrees 22 minutes 00 seconds East, 273.12 feet to a point in the Centerline of U.S. Route No. 20; thence continuing Westerly, along said Centerline, being a circular curve concave to the North, an arc length of 564.73 feet, said curve having a radius of 1,910.08 feet, a central angle of 16 degrees 56 minutes 24 seconds, and whose long chord bears South 79 degrees 14 minutes 17 seconds West, 562.66 feet from the last described course; thence North 01 degrees 01 minutes 35 seconds West, 290.07 feet; thence South 86 degrees 01 minutes 15 seconds East, 59.34 feet to the Point of Beginning;

Containing 3.561 acres, more or less.

ANNEXATION PLAT

OF PROPERTY TO BE ANNEXED
TO THE CITY OF GALENA
JO DAVIESS COUNTY, ILLINOIS

PART OF LOT 1 OF
"GRANT HILLS MOTEL PLACE"



DESCRIPTION

Of Property Currently Described As: Part of Lot 1 of "Grant Hills Motel Place" in Section 21, Township 28 North (T28N), Range 1 East (R1E) of the Fourth Principal Meridian (4th PM), East Galena Township, Jo Daviess County, Illinois, the boundary of said tract being more particularly described as follows:

Commencing at the South Quarter corner of Section 21, Township 28 North (T28N), Range 1 East (R1E) of the Fourth Principal Meridian (4th PM); thence North 01 degrees 11 minutes 40 seconds West, 2013.97 feet to a point on the North line of Lot 1 of "Grant Hills Motel Place" in said Section 21, said point also being the Point of Beginning; thence North 81 degrees 57 minutes 50 seconds East, along said North line, a distance of 330.19 feet; thence North 70 degrees 15 minutes 40 seconds East, along said North line, a distance of 99.52 feet; thence North 78 degrees 17 minutes 10 seconds East, along said North line, a distance of 58.53 feet; thence South 04 degrees 22 minutes 00 seconds East, 273.12 feet to a point in the Centerline of U.S. Route No. 20; thence continuing Westerly, along said Centerline, being a circular curve concave to the North, an arc length of 564.73 feet, said curve having a radius of 1,910.08 feet, a central angle of 16 degrees 56 minutes 24 seconds, and whose long chord bears South 79 degrees 14 minutes 17 seconds West, 562.66 feet from the last described course; thence North 01 degrees 01 minutes 35 seconds West, 290.07 feet; thence South 86 degrees 01 minutes 15 seconds East, 59.34 feet to the Point of Beginning;

Containing 3.561 acres, more or less.

SURVEYOR'S REPORT

This plat represents a depiction of the Plats and Deeds referenced hereon to create an Annexation Plat and conforms to the current Illinois Minimum Standards thereof. No field survey was performed. This Plat was created, by me or under my direct supervision, at the request of Bill Vincent of Elizabeth, Illinois.

All structural or utility improvements, surface and subsurface, on and adjacent to the site are not necessarily shown. Right-of-Way lines shown hereon are a graphic representation only and may not depict the actual location of the public easement.

This Survey includes no investigation or independent search for easements of record, encumbrances, deed restrictions, restrictive covenants, ownership, title evidence, or any other facts which an accurate and current title search may disclose.

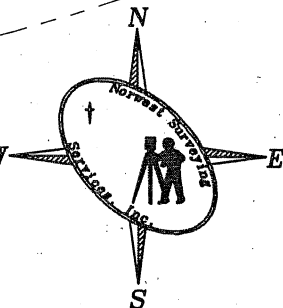
Dated this _____ day of _____, 2020 C.E.

William E. Holt
Illinois Professional Land Surveyor
No. 35-2584
License Renews November 30, 2020 C.E.

LEGEND

- BOUNDARY OF SURVEY
- ▲ MONUMENT FOUND
- STONE FOUND
- + SET 5/8" PIN W/CAP
- CHISELED "X"
- SECTION LINE
- RIGHT OF WAY LINE
- FENCE LINE
- BUILDING SETBACK
- UTILITY EASEMENT
- () DEED/PLAT DIMENSION

NOTE: BEARINGS ARE ASSUMED



0 50' 100' 200'

SCALE: 1"=100'

TOTAL AREA
3.561 ACRES
INCLUDES R.O.W. AREAS

P.L.N. 06-000-167-00
PER DOCUMENT NO. 340254

9372 US HWY 20 W
GALENA IL, 61036



NORWEST SURVEYING SERVICES, INC.
PROFESSIONAL LAND SURVEYORS & LAND PLANNERS
301 EAST LINCOLNWAY
PHONE (815) 772-7179
MORRISON, ILLINOIS 61270
FAX (815) 772-7693
ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-004159, EXPIRES APRIL 30, 2021

SURVEYED BY JMW, AJH	FIELD WORK COMPLETED 2020104	DRAWN BY WEH
BOOK NO.	PLAT NO. 2020104	DRAWING NAME 2003353
REVISION DATES	CHECKED BY	SCALE 1"=100'

PROJECT
ANNEXATION PLAT
TITLE
RAMONALISA LLC