

**VILLAGE OF MT. ZION
MACON COUNTY, ILLINOIS**

Ordinance No.
2023-11

AN ORDINANCE DIRECTING THE EXCHANGE OF REAL ESTATE
BY AND BETWEEN THE VILLAGE OF MT. ZION AND MT. ZION TOWNSHIP

CERTIFICATE

State of Illinois)
)
)
County of Macon)

I, Dawn Reynolds, duly appointed Village Clerk of the Village of Mt. Zion, Macon County, State of Illinois, and as such, custodian of all Village records, do hereby certify that the attached Ordinance No. 2023-11, is a true and correct copy of AN APPROVED ORDINANCE OF THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS that was adopted by the Mt. Zion Village Board on July 17, 2023.

In witness whereof, I hereby set my hand and affix the seal of the Village of Mt. Zion on this 17th day of July, 2023.

Seal



Dawn Reynolds, Village Clerk

ORDINANCE NO. 2023-11

**AN ORDINANCE DIRECTING THE EXCHANGE OF REAL ESTATE
BY AND BETWEEN THE VILLAGE OF MT. ZION AND MT. ZION TOWNSHIP**

WHEREAS, the Village of Mt. Zion, Macon County, Illinois (the “Village”) is a duly organized and validly existing non-home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, the Board of Trustees of the Village has the authority to direct the exchange of real estate owned by the Village pursuant to the Illinois Municipal Code (*See* 65 ILCS 5/11-76.2-1 to 2-4); and

WHEREAS, the Board of Trustees of the Village intends to exchange the real estate described in Exhibit A attached hereto and incorporated herein (“the Exchange Premises”) with Mt. Zion Township for the real estate described in Exhibit B attached hereto and incorporated herein (“the Replacement Premises”); and

**BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE
VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS, AS FOLLOWS:**

SECTION 1. The Board of Trustees of the Village of Mt. Zion, Illinois has determined:

- (1) That the Exchange Premises to be conveyed by the Village is no longer needed by the Village for the public interest;
- (2) That the Replacement Premises to be received by the Village will prove useful to the Village and will be for the public interest; and
- (3) That the total value of the Replacement Premises is approximately equal to or exceeds the value of the Exchange Premises, as determined by the Board of Trustees, taking into consideration the long term best interest of the public.

SECTION 2. The Exchange Premises is adjacent to property currently owned by Mt. Zion Township and was formerly used for the Village water tower. However, said water tower has since been replaced with a new water tower constructed in a new location. The Replacement Premises is a 460’ x 20’ strip of land owned by Mt. Zion Township (in the “R V Fletcher Trust”) that borders the east side of Fletcher Park. Ownership of this parcel would allow Village personnel to access portions of Fletcher Park from Fletcher Park Boulevard.

SECTION 3. The parties shall execute an Intergovernmental Agreement memorializing the terms of the real estate exchange following the passage of this Ordinance.

SECTION 4. The Board of Trustees have approved the real estate exchange to take place without additional monetary consideration to be paid to the Village or Mt. Zion Township.

SECTION 5. That upon passage of this Ordinance and execution of an Intergovernmental Agreement between the parties, title to the Exchange Premises shall be conveyed to Mt. Zion Township via Quitclaim Deed executed by the Village Mayor and Village Clerk with the seal of

the Village. Mt. Zion Township shall be solely responsible for recording said Quitclaim Deed and paying any and all recording fees.

SECTION 6. In conjunction with the execution and delivery of the Quitclaim Deed described in Section 5 above, title to the Replacement Premises shall be conveyed to the Village via Trustee's Deed executed by the Trustee of the "R V Fletcher Trust" as authorized representative of Mt. Zion Township. The Village shall be solely responsible for recording said Quitclaim Deed and paying any and all recording fees.

SECTION 7. A Notice was published in the Herald & Review in accordance with the requirements of 65 ILCS 5/11-76.2-2 notifying the public of the date, time, and location of the public hearing held on the proposal to exchange real estate as described herein.

SECTION 8. This Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

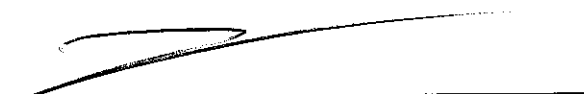
PASSED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS ON THE 17TH DAY OF JULY 2023.

Doty	<u>YEA</u>	Siudyla	<u>YEA</u>
Kernan	<u>YEA</u>	Patrick	<u>ABSENT</u>
Scales	<u>YEA</u>	Tibbs	<u>YEA</u>



Village Clerk

APPROVED:



Village President

ATTEST:



Village Clerk

ATTACHMENTS: EXHIBITS A & B.

EXHIBIT A
Exchange Premises

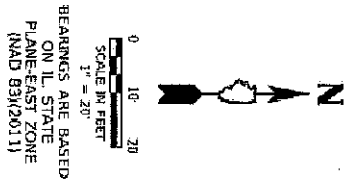
A PART OF LOT TWO (2) IN THE PLAT OF THE SOUTH PART OF LOT A IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION FOUR (4), TOWNSHIP FIFTEEN (15) NORTH, RANGE THREE (3) EAST OF THE THIRD PRINCIPAL MERIDIAN AS PER PLAT RECORDED IN BOOK 22, PAGE 538 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1 IN BLOCK 3 OF S.K. SMITH'S RESURVEY OF MT. ZION AS RECORDED IN BOOK 20, PAGE 16 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF BROAD ALLEY (NOW KNOWN AS BROADWAY STREET); THENCE NORTH 31 DEGREES 44 MINUTES 42 SECONDS EAST (BEARINGS ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM EAST ZONE (NAD83)(2011)), A DISTANCE OF 51.15 FEET TO THE SOUTHWEST CORNER OF SAID LOT TWO (2); THENCE SOUTH 58 DEGREES 17 MINUTES 21 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT TWO (2), A DISTANCE OF 10.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF BROADWAY STREET; THENCE CONTINUE SOUTH 58 DEGREES 17 MINUTES 21 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT TWO (2), A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING; THENCE CONTINUE SOUTH 58 DEGREES 17 MINUTES 21 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT TWO (2), A DISTANCE OF 68.00 FEET TO AN IRON PIN (RECORDED 68 FEET); THENCE NORTH 31 DEGREES 44 MINUTES 48 SECONDS EAST, A DISTANCE OF 59.62 FEET TO AN IRON PIN (RECORDED 60 FEET); THENCE NORTH 58 DEGREES 01 MINUTES 49 SECONDS WEST, A DISTANCE OF 68.01 FEET TO AN IRON PIN (RECORDED 68 FEET), SAID POINT BEING THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN WARRANTY DEED RECORDED IN BOOK 2229, PAGE 943 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS; THENCE SOUTH 31 DEGREES 44 MINUTES 05 SECONDS WEST, ALONG THE SOUTH LINE OF SAID TRACT OF LAND, A DISTANCE OF 59.93 FEET TO AN IRON PIN (RECORDED 60 FEET), SAID POINT BEING THE POINT OF BEGINNING.

PIN: 12-17-04-477-015

PLAT OF SURVEY

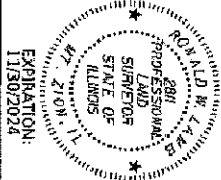


BEARINGS ARE BASED ON THE STATE PLANE-EAST ZONE (NAD 83(2011))

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY

SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIONS, COVENANTS, OWNERSHIP, OR INTERESTS IN THE PROPERTY AND WILL NOT DISCLOSE ACCURATE AND CURRENT TITLE SEARCH MAP DISCLOSE.

I, RONALD W. LAMB, HEREBY CERTIFY THAT I AM AN ILLINOIS PROFESSIONAL LAND SURVEYOR IN COMPLIANCE WITH THE LAWS OF THE STATE OF ILLINOIS AND THAT IN THE MONTH OF NOVEMBER 2022 I MADE A SURVEY OF THE DESCRIBED PROPERTY AND THE FOREGOING PLAT REPRESENTS THE RESULTS OF SAID SURVEY.



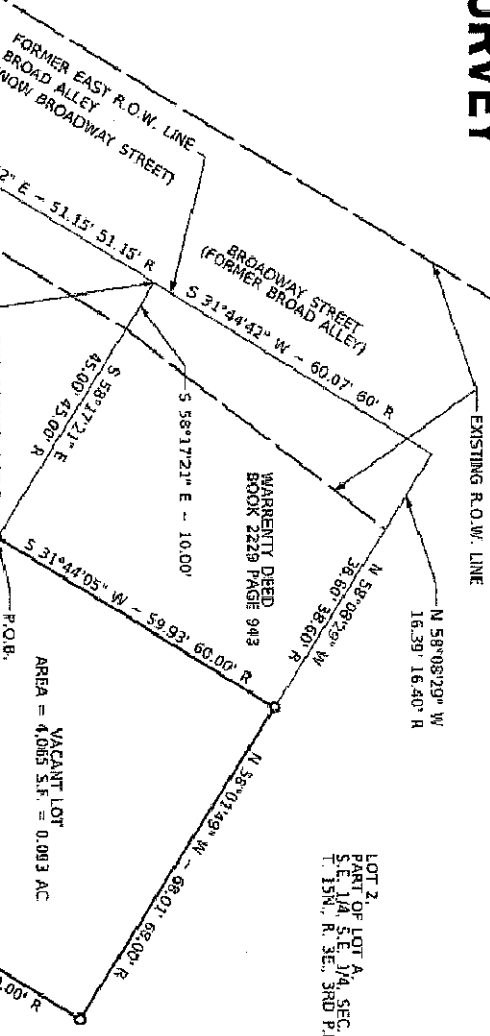
P.O.C.
N.W. CORNER, LOT 1,
BLOCK 3, S.K. SMITH'S
RESERVEY OF MT. ZION

S.W. CORNER, LOT 2,
PART OF LOT A,
S.E. 1/4, S.E. 1/4, SEC. 4,
T. 15N., R. 3E., 3RD P.M.

SOUTH LINE, LOT 2,
PART OF LOT A,
S.E. 1/4, S.E. 1/4, SEC. 4,
T. 15N., R. 3E., 3RD P.M.

LOT 1
MT. ZION
SELF STORAGE
ADDITION

LOT 2
PART OF LOT A,
S.E. 1/4, S.E. 1/4, SEC. 4,
T. 15N., R. 3E., 3RD P.M.



REFERENCE DOCUMENTS	
WARRENTY DEED	BOOK 2229 PAGE 943
MT. ZION STORAGE ADD.	BOOK 5000 PAGE 136
PLAT OF LOT A	BOOK 22 PAGE 538
S.K. SMITH'S RESERVEY OF	MT. ZION
	BOOK 20 PAGE 16

LEGEND

- PROPERTY LINE
- MEASURED DIMENSION
- RECORDED DIMENSION
- FOUND IRON PIN OR PIPE
- SET 3/8 INCH IRON PIN
- ORIGINAL LOT NUMBER
- FOUND WOOD POST
- SET MAG NAIL
- R.O.W. LINE
- EASEMENT
- FENCE LINE
- BUILDING FOOTPRINT
- SAME OWNERSHIP SYMBOL

	JOB NO.: 232127 DRAWN BY: TGA, MDR DATE: 6/12/2023 CHECKED BY: PVL DATE: 6/12/2023	PRELIMINARY NO.: 137 PAGE(S): 24 CREN: SA FIELDWORK DATE: 5/02/2023 FOLLOW UP:	CLIENT: MS. JULIE MILLER VILLAGE ADMINISTRATOR 1400 MT. ZION PARKWAY MT. ZION, IL 62549	PROJECT LOCATION: 400 BROADWAY STREET MT. ZION, IL 62549	SURVEY TYPE: BOUNDARY SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION
	FIRM REGISTRATION NUMBER: 184-003252	DATE: 6/12/2023	EXPIRATION: 11/30/2024	SHEET 1 OF 2	

EXHIBIT B
Replacement Premises

A PART OF THE NORTHEAST QUARTER OF SECTION NINE (9), TOWNSHIP FIFTEEN (15) NORTH, RANGE THREE (3) EAST OF THE THIRD PRINCIPAL MERIDIAN, MACON COUNTY, ILLINOIS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION NINE (9) AT A POINT 1368.66 FEET SOUTH OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION NINE (9), SAID POINT ALSO BEING ON THE SOUTH LINE OF PARCEL NO. 1 OF THE MT ZION COMMUNITY UNIT SCHOOL DISTRICT NO. 3 AS DESCRIBED IN TRUSTEE'S DEED RECORDED IN BOOK 2831 ON PAGE 900 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS; THENCE SOUTH 89 DEGREES 12 MINUTES 34 SECONDS WEST (BEARINGS ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM EAST ZONE (NAD 83)(2011)), ALONG THE SOUTH LINE OF SAID PARCEL NO. 1, A DISTANCE OF 204.50 FEET TO THE NORTHEAST CORNER OF A 24.25 TRACT OF LAND AS DESCRIBED IN TRUSTEE'S DEED RECORDED IN BOOK 3867 ON PAGE 650 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, SAID POINT ALSO BEING THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING; THENCE NORTH 89 DEGREES 12 MINUTES 34 SECONDS EAST, ALONG THE SOUTH LINE OF SAID PARCEL NO. 1, A DISTANCE OF 20.00 FEET; THENCE SOUTH 01 DEGREES 11 MINUTES 37 SECONDS EAST, A DISTANCE OF 460.00 FEET; THENCE SOUTH 89 DEGREES 12 MINUTES 34 SECONDS WEST, A DISTANCE OF 20.00 FEET TO A POINT ON THE EAST LINE OF SAID 24.25 ACRE TRACT; THENCE NORTH 01 DEGREES 11 MINUTES 37 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 460.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 9200 SQUARE FEET OR 0.211 ACRES, MORE OR LESS.

Part of PIN: 12-17-09-276-004

PLAT OF SURVEY

LEGAL DESCRIPTION

A PART OF THE NORTHEAST QUARTER OF SECTION NINE (9), TOWNSHIP FIFTEEN (15) NORTH, RANGE THREE (3) EAST OF THE THIRD PRINCIPAL MERIDIAN, MACON COUNTY, ILLINOIS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION NINE (9) AT A POINT 1368.66 FEET SOUTH OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION NINE (9), SAID POINT ALSO BEING ON THE SOUTH LINE OF PARCEL NO. 1 OF THE MT ZION COMMUNITY UNIT SCHOOL DISTRICT NO. 3 AS DESCRIBED IN TRUSTEE'S DEED RECORDED IN BOOK 2831 ON PAGE 900 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS; THENCE SOUTH 89 DEGREES 12 MINUTES 34 SECONDS WEST (BEARINGS ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM EAST ZONE (NAD 83)(2011)), ALONG THE SOUTH LINE OF SAID PARCEL NO. 1, A DISTANCE OF 204.50 FEET TO THE NORTHEAST CORNER OF A 24.25 ACRE TRACT OF LAND AS DESCRIBED IN TRUSTEE'S DEED RECORDED IN BOOK 3867 ON PAGE 650 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SAID POINT ALSO BEING THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING: THENCE NORTH 89 DEGREES 12 MINUTES 34 SECONDS EAST, ALONG THE SOUTH LINE OF SAID PARCEL NO. 1, A DISTANCE OF 20.00 FEET; THENCE SOUTH 01 DEGREES 11 MINUTES 37 SECONDS EAST, A DISTANCE OF 460.00 FEET; THENCE SOUTH 89 DEGREES 12 MINUTES 34 SECONDS WEST, A DISTANCE OF 20.00 FEET TO A POINT ON THE EAST LINE OF SAID 24.25 ACRE TRACT; THENCE NORTH 01 DEGREES 11 MINUTES 37 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 460.00 FEET TO THE POINT OF BEGINNING; SAID PARCEL CONTAINS 9200 SQUARE FEET OR 0.211 ACRES, MORE OR LESS.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE, EASEMENTS OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

I, RONALD W. LAMB, HEREBY CERTIFY THAT I AM AN ILLINOIS PROFESSIONAL LAND SURVEYOR IN COMPLIANCE WITH THE LAWS OF THE STATE OF ILLINOIS AND THAT IN THE MONTH OF NOVEMBER 2023, I MADE A SURVEY OF THE DESCRIBED PROPERTY AND THE FOREGOING PLAT REPRESENTS THE RESULTS OF SAID SURVEY.

Ronald W Lamb
 RONALD W. LAMB DATE *01/12/2023*
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-002811
 FUHRMANN ENGINEERING, INC., MT. ZION, IL 62549
 204 SPITLER PARK DRIVE, MT. ZION, IL 62549

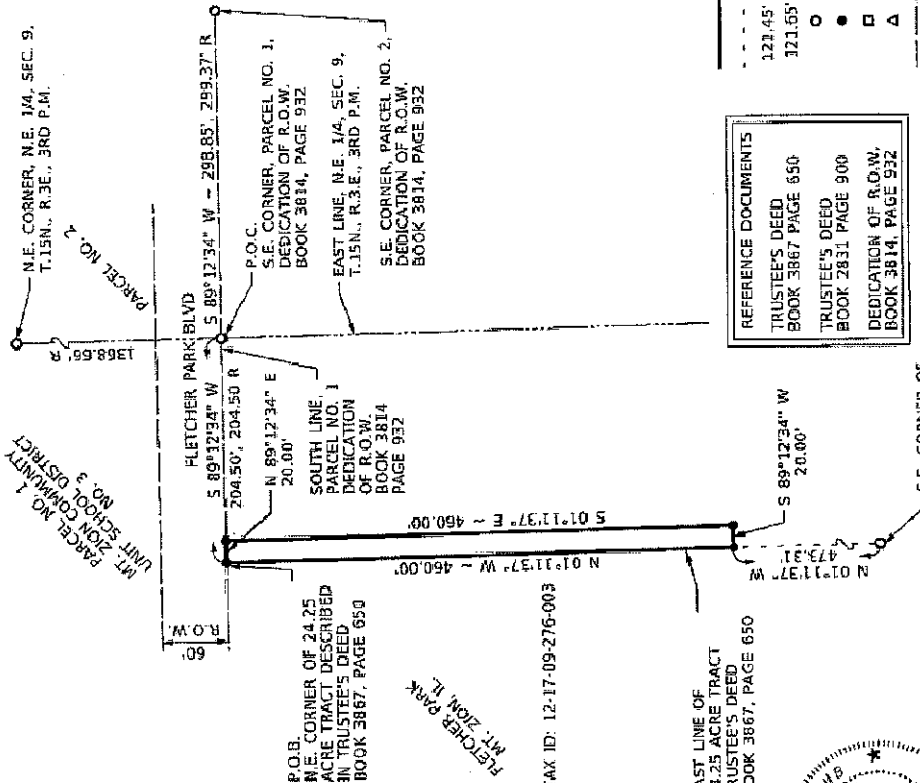


FUHRMANN ENGINEERING
 2893 SOUTH ELEVENTH STREET
 SPRINGFIELD, IL 62703
 WWW.FUHRMANN-ENG.COM

FIRM REGISTRATION NUMBER: 184-003252
 DATE: 05/17/2023
 FOLLOW UP: 05/07/2023

FIELDBOOK NO.:	137
PAGES:	25 - 26
DRAWN BY:	TM, MDP
DATE:	07/27/2023
CHECKED BY:	RWL
DATE:	05/17/2023
FOLLOW UP:	05/07/2023

OWNER/CLIENT: MS. JULIE MILLER, VILLAGE ADMINISTRATOR, VILLAGE OF MT. ZION, 1400 MT. ZION PARKWAY, MT. ZION, IL 62549
 PROJECT LOCATION: 323 FLETCHER PARK BLVD., MT. ZION, IL 62549
 SURVEY TYPE: BOUNDARY
 SHEET 1 OF 1



LEGEND

- PROPERTY LINE
- - - ADJACENT PROPERTY LINE
- 122'45" MEASURED DIMENSION
- 121.65' R RECORDED DIMENSION
- FOUND IRON PIN OR PIPE
- SET 1/2 INCH IRON PIN
- FOUND TABLET
- △ FOUND STONE
- R.O.W. LINE
- - - SECTION LINE
- ===== BUILDING FOOTPRINT

REFERENCE DOCUMENTS
 TRUSTEE'S DEED BOOK 3867 PAGE 650
 TRUSTEE'S DEED BOOK 2831 PAGE 900
 DEDICATION OF R.O.W. BOOK 3814 PAGE 932

0 50 100
 SCALE IN FEET
 1" = 100'
 BEARINGS ARE
 IN STATE PLANE
 EAST ZONE
 (NAD 83)(2011)

N.E. CORNER, N.E. 1/4, SEC. 9, T.15N., R.3E., 3RD P.M.

PARCEL NO. 2

FLETCHER PARK BLVD

S 89°12'34" W - 298.85' 299.37" R

P.O.C.

S.E. CORNER, PARCEL NO. 1, DEDICATION OF R.O.W. BOOK 3814, PAGE 932

EAST LINE, N.E. 1/4, SEC. 9, T.15N., R.3E., 3RD P.M.

S.E. CORNER, PARCEL NO. 2, DEDICATION OF R.O.W. BOOK 3814, PAGE 932

PARCEL NO. 1

SOUTH LINE 20.00'

N 89°12'34" E

204.50' R

P.O.B.

N.E. CORNER OF 24.25 ACRE TRACT DESCRIBED IN TRUSTEE'S DEED BOOK 3867, PAGE 650

FLETCHER PARK

MT. ZION, IL

N 01°11'37" W - 460.00'

TAX ID: 12-17-09-276-003

24.25 ACRE TRACT DESCRIBED IN TRUSTEE'S DEED BOOK 3867, PAGE 650

S 89°12'34" W 20.00'

S.E. CORNER OF 24.25 ACRE TRACT DESCRIBED IN TRUSTEE'S DEED BOOK 3867, PAGE 650

1368.66' R

PARCEL NO. 3

MT. ZION COMMUNITY UNIT SCHOOL DISTRICT

PARCEL NO. 1

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF MT. ZION
AND MT. ZION TOWNSHIP REGARDING AN EXCHANGE OF REAL ESTATE**

THIS AGREEMENT is made and entered into by and between the Village of Mt. Zion, an Illinois municipal corporation (“Village”), and Mt. Zion Township, an Illinois governmental entity (“Township”), on the 8 day of AUGUST, 2023. The parties mutually desire to enter into this Agreement and further stipulate and agree as follows:

WHEREAS, Village and Township are both public agencies as defined under the Intergovernmental Cooperation Act (5 ILCS 220/1 *et. seq.*), and are therefore authorized and empowered to enter into intergovernmental agreements whereby they may exercise, combine, transfer and enjoy jointly any powers, privileges, functions, or authority; and

WHEREAS, Village and Township have both determined that it is in the public interest and general welfare of the citizens of Village and Township to cooperate by exchanging parcels of real estate which will prove useful to each entity and will be for the public interest; and

WHEREAS, both the Illinois Municipal Code and Illinois Township Code authorize the parties to perform their respective obligations under this Agreement;

WHEREAS, no ordinances or laws prohibit this Intergovernmental Agreement or the transaction provided for herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the adequacy and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. Exchange of Real Estate by Village. As soon as practical following the execution of this Agreement, Village shall execute and deliver a Quitclaim Deed conveying the real estate described in Exhibit A attached hereto and described herein to Township. The delivery of said Quitclaim Deed shall be contingent upon receipt of the Trustee’s Deed to be delivered by Township as described below. Village shall execute a Plat Act Affidavit to be filed with the Quitclaim Deed, if necessary.

2. Exchange of Real Estate by Township. As soon as practical following the execution of this Agreement, Township shall cause the Trustee of the R V Fletcher Trust to execute and deliver a Trustee's Deed conveying the real estate described in Exhibit B attached hereto and described herein to Village. Said Trustee's Deed shall contain the same covenants and restrictions as the original Trustee's Deed conveying the Fletcher Park property to Village recorded in the Macon County Recorder's Office at Book 3867, Page 650. The delivery of said Trustee's Deed shall be contingent upon receipt of the Quitclaim Deed to be delivered by Village as described above. Township shall execute a Plat Act Affidavit to be filed with the Trustee's Deed, if necessary.
3. No Additional Consideration. The parties acknowledge and agree that the real estate exchange transaction described herein shall be performed without additional monetary compensation paid to either party.
4. As-Is Exchange. This Agreement is for the exchange of real estate in its "as-is" condition as of the date of execution of this Agreement. The parties acknowledge and agree that no representations, warranties or guarantees of any kind related to the real estate have been made by either party or their respective agents, officers, employees, or representatives.
5. Real Estate Taxes. Each party shall be solely responsible for paying all real estate taxes due and owing for tax year 2022 on their real estate parcels prior to the delivery of their respective Deeds. Each party shall be solely responsible for all real estate taxes assessed against the real estate received in this exchange for tax years 2023 and all future years.
6. Severability. If any provision or subpart of this Agreement is held to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible. If not, the provision shall be deemed severed from the Agreement, and all other provisions and subparts shall remain in full force and effect.
7. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the exchange of real estate between the Village of Mt. Zion and Mt. Zion Township. Any representations promises or statements not set forth in this Agreement are of no force and effect and have not been relied upon.
8. Amendment. This Agreement may only be amended by a written instrument signed by each party hereto.
9. Transferability. This Agreement shall extend to and be binding upon the parties hereto and their respective agents and representatives. The terms of this Agreement are non-transferrable without the prior written consent of the other party.
10. Successors. This Agreement shall extend to, inure to the benefit of, and be binding upon the parties hereto and their respective agents, representatives, predecessors, successors, and assigns.

11. Execution. This Agreement may be executed in any number of counterparts, and sent as “pdf” and by e-mail, each of which shall be deemed an original and which, taken together, shall constitute the full Agreement.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to or application of conflict of law, rules or principles. The parties agree that the proper venue for any claim or suit filed pursuant to this Agreement shall be the Sixth Judicial Circuit, Court of Macon County, Illinois.

13. Headings. The headings assigned to designate subparts of this Agreement are for organizational purposes only, do not constitute any binding legal effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

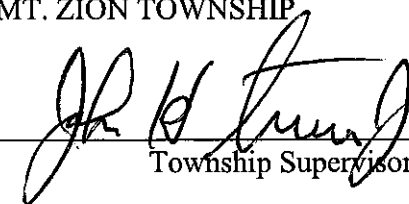
VILLAGE OF MT. ZION


Village President

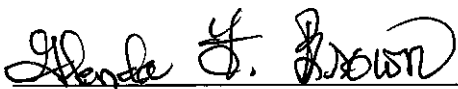
ATTEST:


Village Clerk

MT. ZION TOWNSHIP


Township Supervisor

ATTEST:


Township Clerk

PLAT OF SURVEY



0 10 20
SCALE IN FEET
1" = 20'

BEARINGS ARE BASED
ON IL STATE
PLANE-EAST ZONE
(NAD 83)(2011)

P.O.C.
N.W. CORNER, LOT 1,
BLOCK 3, S.K. SMITH'S
RESURVEY OF MT. ZION

THIS PROFESSIONAL SERVICE CONFORMS TO THE
CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY
SURVEY

SURVEYOR HAS MADE NO INVESTIGATION OR
INDEPENDENT SEARCH FOR EASEMENTS OF RECORD,
ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP,
TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN
ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

I, RONALD W. LAMB, HEREBY CERTIFY THAT I AM AN ILLINOIS
PROFESSIONAL LAND SURVEYOR IN COMPLIANCE WITH THE
LAWS OF THE STATE OF ILLINOIS AND THAT IN THE MONTH
OF NOVEMBER 2022 I MADE A SURVEY OF THE DESCRIBED
PROPERTY AND THE FOREGOING PLAT REPRESENTS THE
RESULTS OF SAID SURVEY.

Ronald W. Lamb 6/12/2023

RONALD W. LAMB
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-002811
FUHRMANN ENGINEERING, INC.
204 SPLITLER PARK DRIVE, MT. ZION, IL. 62549



**FUHRMANN
ENGINEERING**
2852 SOUTH ELEVENETH STREET
SPRINGFIELD, IL 62777-5773
WWW.FUHRMANN-ENG.COM

FIRM REGISTRATION NUMBER: 184-003252

JOB NO.:	23-2127
FIELDBOOK NO.:	137
DATE:	6/12/2023
CHECKED BY:	RWL
DATE:	6/17/2023
DRAWN BY:	TKM, MIDP
PAGE(S):	24
CREW:	54
FIELDWORK DATE:	5/02/2023
FOLLOW UP:	

CLIENT:
MS. JULIE MILLER
VILLAGE ADMINISTRATOR
VILLAGE OF MT. ZION
1400 MT. ZION PARKWAY
MT. ZION, IL. 62549

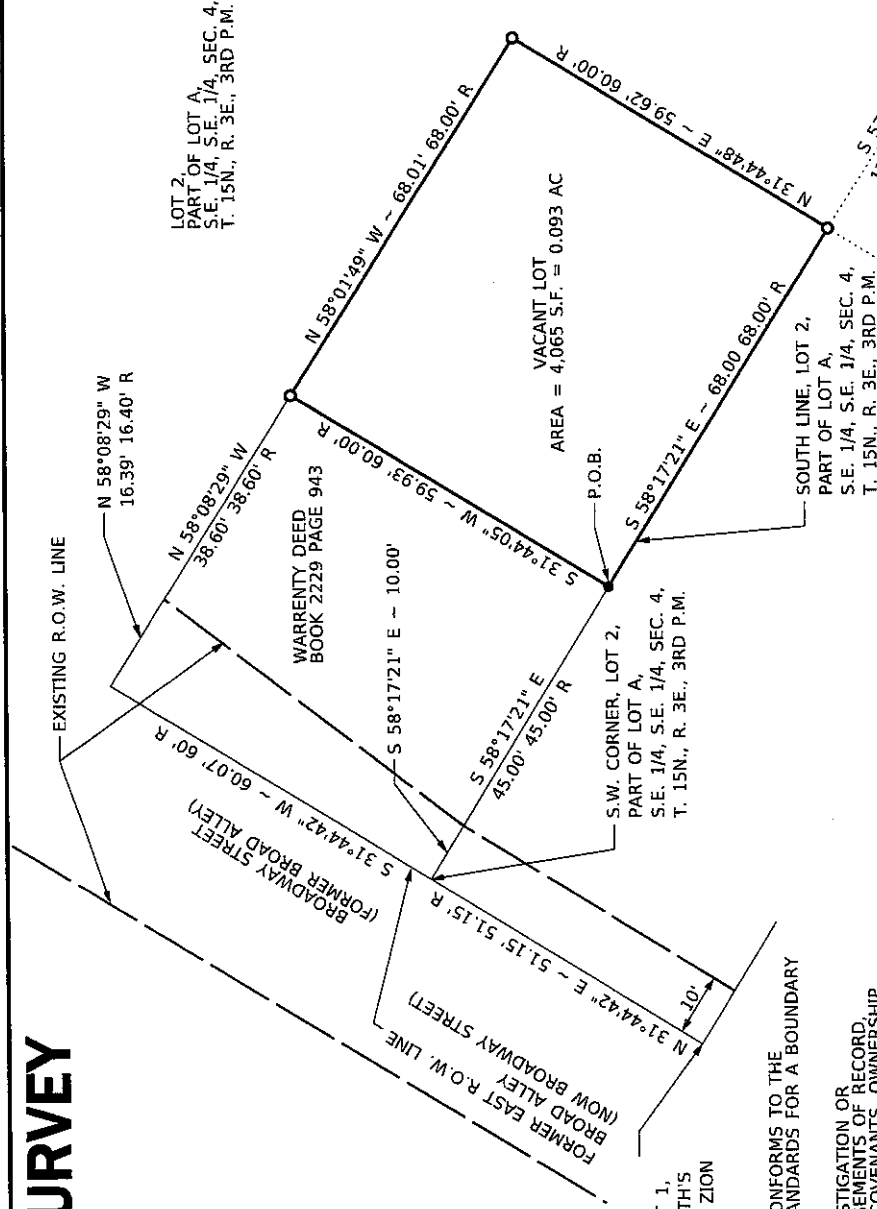
PROJECT LOCATION:
400 BROADWAY STREET
MT. ZION, IL. 62549
TAX ID: 12-17-04-477-015

SURVEY TYPE: BOUNDARY

SHEET 1 OF 2

SEE SHEET 2 OF 2
FOR LEGAL DESCRIPTION

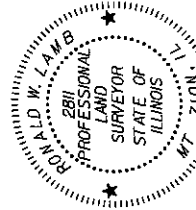
LOT 2,
PART OF LOT A,
S.E. 1/4, S.E. 1/4, SEC. 4,
T. 15N., R. 3E., 3RD P.M.



REFERENCE DOCUMENTS
WARRANTY DEED
BOOK 2229 PAGE 943
MT. ZION STORAGE ADD.
BOOK 5000 PAGE 136
PLAT OF LOT A
BOOK 22 PAGE 538
SK SMITHS RESURVEY OF
MT. ZION
BOOK 20 PAGE 16

LEGEND

- PROPERTY LINE
- ORIGINAL LOT LINE
- MEASURED DIMENSION
- RECORDED DIMENSION
- FOUND IRON PIN OR PIPE
- SET 3/8" INCH IRON PIN
- ORIGINAL LOT NUMBER
- FOUND WOOD POST
- SET MAG NAIL
- R.O.W. LINE
- EASEMENT
- FENCE LINE
- BUILDING FOOTPRINT
- SAME OWNERSHIP SYMBOL



EXPIRATION:
11/30/2024