

RESOLUTION NO. 15-275-A
CITY OF PEORIA.

Peoria, Illinois AUGUST 25, 2015

A RESOLUTION APPROVING THE ANNEXATION AGREEMENT FOR PROPERTY IDENTIFIED AS PARCEL IDENTIFICATION NUMBER 08-35-300-037, WITH A TEMPORARY ADDRESS OF 9600 N ORANGE PRAIRIE ROAD, PEORIA, IL

Resolved

WHEREAS, Bremen Development Inc, owner of certain real estate located near the corporate limits of the City of Peoria, is desirous of entering into an agreement providing for the annexation of this property to the City of Peoria upon certain conditions; and

WHEREAS, the City of Peoria is desirous of entering into an agreement providing for the annexation of this real estate, said agreement attached hereto as "Attachment A"; and

WHEREAS, the City Council of the City of Peoria believes that the vicinity and general welfare of the City will be served by entering into this agreement which establishes various conditions relating to, but not limited to, zoning and land use; and

WHEREAS, a public hearing upon said Annexation Agreement was conducted, with proper notice, by the City Council on August 25, 2015, and there has been compliance with all provisions of 65 ILCS 5/7-1 *et seq.*

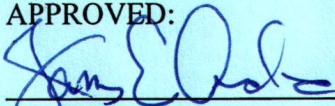
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEORIA, ILLINOIS:

Section 1. That the Mayor is hereby authorized to execute the Annexation Agreement attached hereto as "Attachment A" with the petitioner, and the City Clerk is hereby authorized to attest said agreement.

Section 2. This resolution shall be effective upon passage and approval according to law.

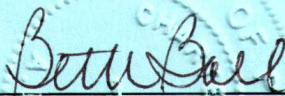
PASSED BY THE CITY COUNCIL OF THE CITY OF PEORIA, ILLINOIS, THIS 25th DAY OF AUGUST 2015.

APPROVED:



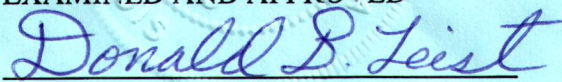
Mayor

ATTEST:



City Clerk

EXAMINED AND APPROVED



Corporation Counsel

FILED

SEP 16 2015

STEVE SONNEMAKER
PEORIA COUNTY CLERK

**PETITION FOR
ANNEXATION
PEORIA COUNTY**

PREPARED BY &
RETURN TO:
MICHAEL J. HONEGGER
P.O. BOX 49
HANNA CITY, IL 61536

CITY CLERK
PEORIA, ILL.

2015 JUN 19 P 3:47

Both Ball

PETITION FOR ANNEXATION

THIS PETITION dated this 13th day of May, 2015, is made by BREMEN DEVELOPMENT, INC., (hereinafter referred to as the "Owner"), to the City of Peoria, an Illinois municipal corporation (hereinafter referred to as the "City").

RECITALS

WHEREAS, the Owner is the sole owner of certain property located in Peoria County, Illinois, which is legally described on attached Exhibit "A" and shall be hereinafter referred to as the "Property"; and

WHEREAS, the Property is an uninhabited parcel of land contiguous to the City; and

WHEREAS, the Property is not presently situated within the limits of any municipality; and

WHEREAS, there are no electors residing with the Property; and

WHEREAS, the Owner desires to annex the Property into the City.

PETITION

NOW THEREFORE, the Owner hereby petitions the City as follows:

1. Subject to the approval by the City of the Annexation Agreement attached hereto as Exhibit "B", the Owner hereby petitions the City to annex the Property into the City.
2. The Owner requests that the City undertake such actions as may be required to permit acceptance of this Petition and the attached Annexation Agreement, including, without limitation, conducting public hearings, providing notification to required individuals and governmental entities, etc.

DATED this 13th day of May, 2015.

BREMEN DEVELOPMENT, INC.

BY: *Fredrick A. Funk*
FREDRICK A. FUNK, PRESIDENT

BY: *Timothy J. Funk*
TIMOTHY J. FUNK, Secretary/Treasurer

STATE OF ILLINOIS)
) SS.
COUNTY OF PEORIA)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that BREMEN DEVELOPMENT INC., BY FREDRICK A. FUNK, PRESIDENT and TIMOTHY J. FUNK, SECRETARY/TREASURER, personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal the 13th day of May, 2015.

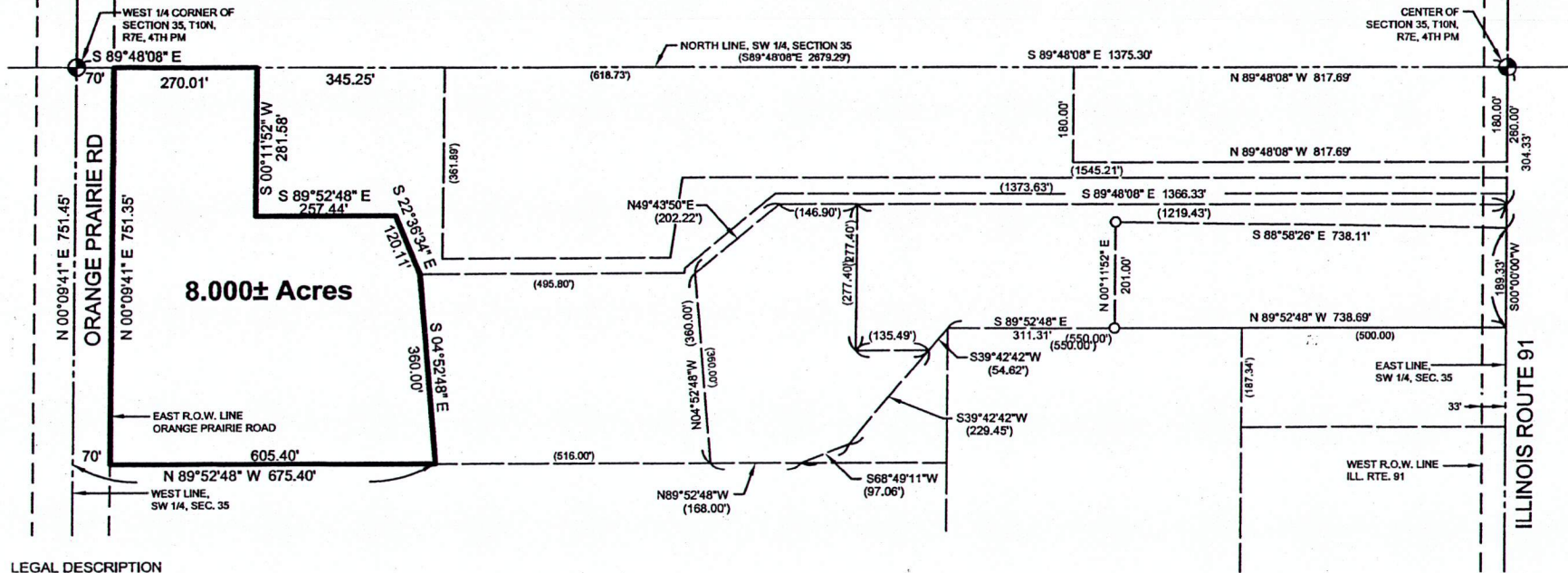
M Jennifer Schisler
NOTARY PUBLIC



SURVEY PLAT

EXHIBIT "A"

A PART OF THE SW ¼ OF SECTION 35, T10N., R7E., OF THE 4TH P.M., PEORIA COUNTY, ILLINOIS.



LEGAL DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE FOURTH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS, AND BEARINGS ARE ASSUMED FOR THE PURPOSE OF DESCRIPTION ONLY:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 35; THENCE S 89°48'08" E, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; FROM THE POINT OF BEGINNING, THENCE CONTINUING S 89°48'08" E, ALONG SAID NORTH LINE OF THE SOUTHWEST QUARTER, A DISTANCE OF 270.01 FEET; THENCE S 00°11'52" W, A DISTANCE OF 281.58 FEET; THENCE S 89°52'48" E, A DISTANCE OF 257.44 FEET; THENCE S 22°36'34" E, A DISTANCE OF 120.11 FEET; THENCE S 04°52'48" E, A DISTANCE OF 360.00 FEET; THENCE N 89°52'48" W, A DISTANCE OF 605.40 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF ORANGE PRAIRIE ROAD; THENCE N 00°09'41" E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 751.35 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 8.000 ACRES, MORE OR LESS; SUBJECT TO ANY OTHER EASEMENTS, COVENANTS AND/OR AGREEMENTS OF RECORD; SITUATE, LYING AND BEING IN THE COUNTY OF PEORIA AND STATE OF ILLINOIS.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS) SS
 COUNTY OF PEORIA)

I, RONALD L. CLUSKEY, BEING A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED A PART OF THE SW ¼ OF SECTION 35, T10N, R7E, 4TH PRINCIPAL MERIDIAN, PEORIA COUNTY, ILLINOIS, AND THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY, DRAWN TO A SCALE OF 1" = 300 FEET.

I FURTHER CERTIFY THAT THE TRACT OF LAND IS SITUATED WITHIN 1 1/2 MILES OF THE CORPORATE LIMITS OF PEORIA, A MUNICIPALITY EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS AMENDED.

DATED THIS 22TH DAY OF FEBRUARY, 2015.

 RONALD L. CLUSKEY
 ILLINOIS REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2589
 MY LICENSE EXPIRES: NOVEMBER 30, 2016



**CLUSKEY
 LAND SURVEYING**

102 E. MAIN ST., PO BOX 586
 ELMWOOD, IL 61529 PHONE (309) 742-7058

PART OF THE SW ¼ OF SECTION 35, T10N, R7E, 4TH PRINCIPAL MERIDIAN, PEORIA COUNTY, ILLINOIS		
SCALE: 1" = 300'	APPROVED BY: RLC	DRAWN BY: SLB
DATE: 2/22/15	BOOK: PG:	SHEET: 1 OF 1
FOR: MIKE HONEGGER		

This Document Prepared By;
MICHAEL J. HONEGGER P.C.
P.O. BOX 49
HANNA CITY, IL 61536

FILED

SEP 16 2015

STEVE SONNEMAKER
PEORIA COUNTY CLERK

Mail To:
City of Peoria
Community Development Department
419 Fulton Street, Room 300
Peoria, Illinois 61602-1217

ANNEXATION AGREEMENT

THIS AGREEMENT (hereinafter referred to as the "Annexation Agreement") is made this 25th day of August, 2015, by and between THE CITY OF PEORIA, ILLINOIS, an Illinois municipal corporation, located in Peoria County, Illinois (hereinafter referred to as the "City") and BREMEN DEVELOPMENT, INC. (hereinafter referred to as the "Owner").

RECITAL

WHEREAS, BREMEN DEVELOPMENT, INC. is the owner in fee simple of the following described real estate attached hereto as Exhibit "A" (hereinafter referred to as the "Annexing Property")

WHEREAS, the Annexing Property is located within the County of Peoria, Illinois ("County") and are contiguous with the corporate boundaries of the City; and

WHEREAS, there are no electors residing within the Annexing Property; and

WHEREAS, this Annexation agreement was submitted to the corporate authorities for public hearing as required by law; and

WHEREAS, due notice as required by law has been sent to and received by all entities entitled to such notice as required by law; and

WHEREAS, all conditions precedent to entering into this Annexation Agreement have been undertaken and satisfied as required by law; and

WHEREAS, the corporation authorities of the City after due deliberation have, by resolution or ordinance, duly adopted and approved this Annexation Agreement as required by law.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements provided for herein, it is hereby agreed as follows:

1. **Annexation**. The City shall adopt such resolutions or ordinances as are required to annex the Property as provided for under the laws of the State of Illinois. No other request or petition for annexation shall be required as to this Property to complete the annexation.

2. **Zoning**. Upon the annexation of the Property to the City, the eight (8.00) acre tract shall be classified as A1, Agricultural as set forth in the Zoning Ordinance of the City according to the terms of the Zoning Ordinance that exists on the date hereof. The City agrees that no amendment to the City ordinances or regulations as may hereafter be enacted shall be applied to be more restrictive to the Annexing Property or to the ability of the Owner to develop the Annexing Property in accordance with the City's ordinances and regulations currently in force and effect.

3. **Sanitary Sewer**. Public sanitary sewer is presently not available to the Annexing Property. Whenever a public sanitary sewage disposal line is extended to any boundary of the Annexing Property, and non-agricultural development occurs, the Owner and any successors agree to connect and use such public sanitary sewer line. Should non-agricultural development of the Annexing Property occur before a public sanitary sewer line has been extended to the boundary to the Annexing Property, then such non-agricultural development must connect to a public sanitary sewer line.

4. **Preservation of Future Development Rights**. The present uses of the Annexing Property and all portions thereof shall be permitted to continue; and the Annexing Property and any portions thereof may also be used for those uses which are presently permitted under the current zoning classification thereof under the present ordinances and regulations of the County of Peoria. This Agreement and any exhibits attached hereto may be amended by the mutual consent of the parties

hereto by the adoption of an ordinance by the City amending the terms of this Agreement as provided by law and the agreement to the same by all of the parties hereto or their successors in interest. Nothing in this annexation agreement precludes the future development rights of the owner to develop the Annexing Property so long as such development is in accordance with the City of Peoria's rules and regulations and procedures in force and effect.

5. Annexation Plat. The City shall approve the Annexation Plat attached as Exhibit A.

6. Special Farm Use Valuation. The City acknowledges that the Annexing Property for many years has been (and currently continues to be) used for farming or other agricultural purposes. By reason thereof, the Annexing Property has been and is entitled to a special benefit/formula for determining the assessed value of the Annexing Property. The City agrees that, as long as the Annexing Property continues to (in whole or in part) be similarly used for agricultural purposes, this Agreement (and any of the transactions or declarations deriving therefrom or as a part hereof) shall not affect the qualification of the Annexing Property (or such part that continues to be farmed) for such special assessed valuation; and the City shall take no action inconsistent with the foregoing.

7. General Provisions.

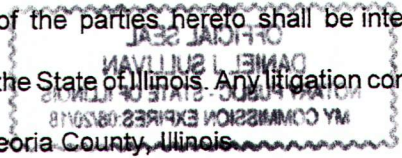
A. The provisions of this Annexation Agreement shall control over the provisions of any Ordinances, Codes or Regulations which are in conflict herewith.

B. This Annexation Agreement shall be binding upon the successor owners of record of the Property, electors residing within the Property, and upon successor municipal and governmental authorities.

C. Non-agricultural development of the site will require connection to public water and public sewer, adherence to County and/or City erosion control regulations, and other regulations affecting property within the City, i.e. building codes and subdivision requirements.

D. This Annexation Agreement and the rights of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Illinois. Any litigation concerning this Annexation Agreement shall be commenced in Peoria County, Illinois.

E. This Annexation Agreement may be enforced as provided by law and the parties may by



civil action, mandamus, injunction or other proceedings, enforce and compel performance of this Annexation Agreement.

F. The parties shall execute and deliver such additional documentation as may be necessary to implement this Agreement.

G. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, grantees and assigns.

H. This agreement may be amended by mutual consent of the parties.

I. This annexation agreement shall be in effect for a period of twenty (20) years from the date hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

City: CITY OF PEORIA, an Illinois municipal corporation

By: *Patrick Urich*

Its *City Manager*

STATE OF ILLINOIS)
) SS.
COUNTY OF PEORIA)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Patrick Urich personally known to me to be the City Manager of the CITY OF PEORIA, a municipal corporation, appeared before me this day in person and severally acknowledged that signed, sealed and delivered the said instrument as free and voluntary act as such, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and on oath stated that Patrick Urich was duly authorized to execute said instrument and that the seal affixed thereto is the seal of said corporation.

GIVEN under my hand and notarial seal this day of , 2015.

Daniel J. Sullivan
Notary Public



FILED

SEP 16 2015

STEVE SONNEMAKER
PEORIA COUNTY CLERK

BREMEN DEVELOPMENT INC. :

Fredrick A. Funk
FREDRICK A. FUNK, PRESIDENT

Timothy J. Funk
TIMOTHY J. FUNK, Secretary/Treasurer

STATE OF ILLINOIS)
) SS.
PEORIA COUNTY)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that FREDRICK A. FUNK, PRESIDENT and TIMOTHY J. FUNK, SECRETARY/TREASURER, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, and for the uses and purposes therein set forth; and on their oath stated that they was duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this day of 10th September, 2015.

Michael J. Honegger
NOTARY PUBLIC



FILED

SEP 16 2015

STEVE SONNEMAKER
PEORIA COUNTY CLERK

FOR: MIKE HONEGGER

DATE: 1/7/15

SCALE: 1" = 500'

APPROVED BY: P.L.C. DRAWN BY: S.L.B.

PART OF THE SW 1/4 OF SECTION 35, T10N, R7E, 4TH PRINCIPAL MERIDIAN, PEORIA COUNTY, ILLINOIS

102 E. MAIN ST., PO BOX 596
ELMWOOD, IL 61529 PHONE (309) 742-7054

CLUSKEY
LAND SURVEYING

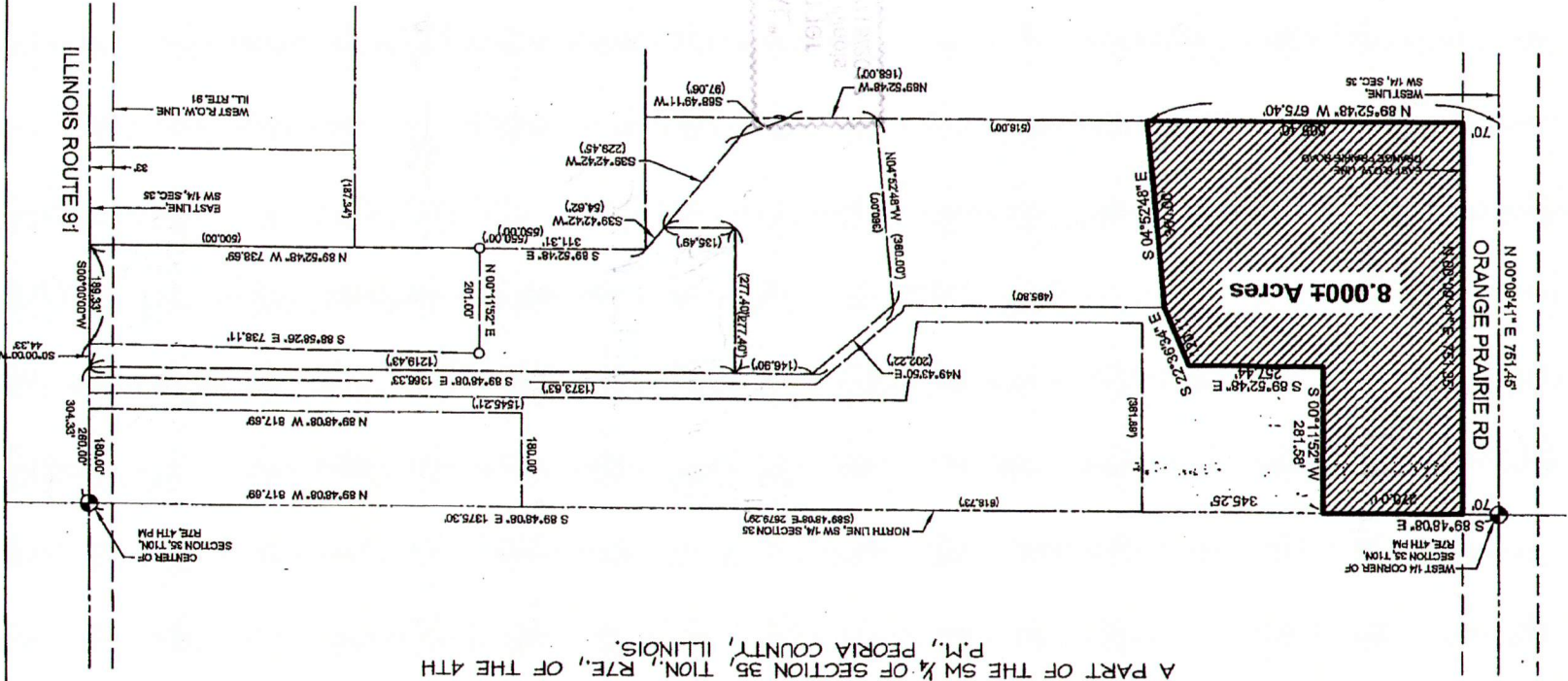


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COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 35, THENCE S 89°48'08" E, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING, FROM THE POINT OF BEGINNING, THENCE CONTAINING S 89°48'08" E, A DISTANCE OF 257.44 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF ORANGE PRAIRIE ROAD, THENCE N 00°11'52" W, A DISTANCE OF 281.58 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF ORANGE PRAIRIE ROAD, THENCE N 07°09'41" E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 751.45 FEET TO THE STATE, LYING AND BEING IN THE COUNTY OF PEORIA AND STATE OF ILLINOIS.

STUPE, LYING AND BEING IN THE COUNTY OF PEORIA AND STATE OF ILLINOIS.

LEGAL DESCRIPTION



ANNEXATION PLAT
A PART OF THE SW 1/4 OF SECTION 35, T10N, R7E, OF THE 4TH P.M., PEORIA COUNTY, ILLINOIS.