

RESOLUTION NO. 16-078-A
CITY OF PEORIA.

Peoria, Illinois March 8, 2016

A RESOLUTION APPROVING THE ANNEXATION AGREEMENT FOR PROPERTY IDENTIFIED AS PART OF PARCEL IDENTIFICATION NUMBER 08-35-100-034, WITH A TEMPORARY ADDRESS OF 9800 N ORANGE PRAIRIE ROAD, PEORIA, IL

Resolved

WHEREAS, Kenneth E. Hoerr, 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 February 4, 2016, 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 subject to the following condition:

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

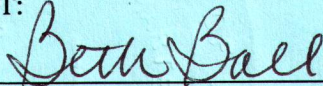
PASSED BY THE CITY COUNCIL OF THE CITY OF PEORIA, ILLINOIS, THIS 8th DAY OF MARCH 2016.

APPROVED:



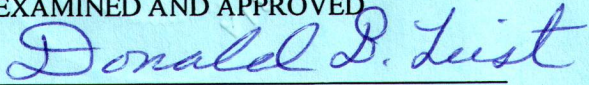
Mayor

ATTEST:



City Clerk

EXAMINED AND APPROVED



Corporation Counsel

FILED

AUG 26 2016

STEVE SONNEMAKER
PEORIA COUNTY CLERK

This Document Prepared By:

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Peoria, Illinois 61602

Mail To:

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

FILED
AUG 26 2016
STEVE SONNEMAKER
PEORIA COUNTY CLERK

ANNEXATION AGREEMENT

THIS AGREEMENT (hereinafter referred to as the "Annexation Agreement") is made this 15th day of August, 20 16, by and between THE CITY OF PEORIA, ILLINOIS, as an Illinois municipal corporation, located in Peoria County, Illinois, (hereinafter referred to as the "City") and BIGSHOTS COLLECTIVE, LLC (hereinafter referred to as the "Purchaser") and Kenneth E. Hoerr, Trustee under the provisions of KDH Land Trust Agreement dated November 20, 2000, or assignee (hereinafter referred to as the "Owner").

RECITALS

WHEREAS, the Owner is the sole owner of record of the following described property attached hereto as "Exhibit A" (hereinafter referred to as the "Property");

WHEREAS, Purchaser has entered into a purchase agreement with Owner to purchase the Property and is planning to develop the Property as is more specifically described herein;

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

WHEREAS, subject to the conditions herein set forth, Purchaser, upon its acquisition of the Property from Owner, desires to have the Property annexed to the City;

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

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

WHEREAS, due noticed 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 diligence have, by resolution or ordinance, duly adopted and approved this Annexation Agreement as required by law; and

WHEREAS, Owner and Purchaser have filed a Petition for Annexation for the Property, such Petition being subject to approval and execution of this Agreement by the City and to Purchaser's closing upon the acquisition of the Property from Owner as provided herein.

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 Property shall be classified in the following described zoning classification as set forth in the Zoning Ordinance of the City according to the terms of the Zoning Ordinance that exists on the date hereof.
 - A. The Property shall be classified as C1, Commercial.
3. **General Provisions.**
 - A. The provisions of this Annexation Agreement shall control over the provisions of any Ordinances, Codes or Regulations which are in conflict

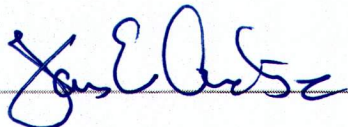
herewith.


- B. The Purchaser has proposed development plans for northernmost 10.54 acres of the Property. The parties agree that future structure design and material within the southern half of the Property, comprising 10 acres, shall be determined through administrative review. Should the Purchaser or Owner not agree with the administrative decision, Purchaser or Owner may appeal the administrative decision to the City Council.
- C. 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.
- D. 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.
- E. 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.
- F. In the event that either party or their successor should find it necessary to retain an attorney for the enforcement of any provisions hereunder occasioned by the default of the other party, the party not in default shall be entitled to recover reasonable attorney's fees and court costs incurred whether the attorneys' fees are incurred for the purpose of negotiations, trial, appellate or other services.

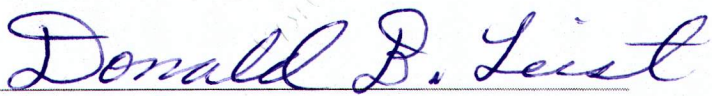
- G. This Annexation Agreement may be enforced as provided by law and the parties may by civil action, mandamus, injunction or other proceedings, enforce and compel performance of this Annexation Agreement.
- H. The parties shall execute and deliver such additional documentation as may be necessary to implement this Agreement.
- I. 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.
- J. This agreement may be amended by mutual consent of the parties.
- K. 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.

THE CITY OF PEORIA, a Municipal Corporation

By: 

Attest:
By: 

Examined and approved by:

Corporation Counsel

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 Jim Ardis, personally known to me to be the Mayor of the City of Peoria, and Beth Ball, personally known to me to be the City Clerk of the City of Peoria, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument as Mayor and as City Clerk of said Municipal Corporation, and caused the seal of said Municipal Corporation to be affixed thereto, pursuant to authority given by the corporate authorities of the City of Peoria for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 15th day of August, 2016.

Daniel Sullivan
Notary Public



**Kenneth E. Hoerr, Trustee under the provisions of
KDH Land Trust Agreement dated November 20, 2000,
Owner of Record**

By: Kenneth E. Hoerr Trustee

Its: _____

FILED

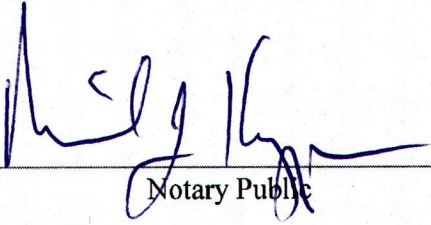
AUG 26 2016

STEVE SONNEMAKER
PEORIA COUNTY CLERK

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 Kenneth E. Hoerr, 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 7 day of June 2016



Notary Public

4825-6091-8572, v. 1



LEGAL DESCRIPTION - 20.543 ACRE TRACT

A PART OF THE NW 1/4 OF SECTION 35, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE FOURTH PRINCIPAL MERIDIAN, PEORIA COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, AND BEARINGS ARE ASSUMED FOR THE PURPOSE OF DESCRIPTION ONLY; COMMENCING AT THE SOUTHWEST CORNER OF SAID NW1/4; THENCE S 89°35'04"E, ALONG THE SOUTH LINE OF SAID NW1/4, A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED (SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF ORANGE PRAIRIE ROAD); THENCE N 00°04'42" E, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 776.86 FEET; THENCE S 89°51'24" E, A DISTANCE OF 1151.09 FEET; THENCE S 00°33'19" W, A DISTANCE OF 782.33 FEET TO A POINT ON THE SOUTH LINE OF SAID NW1/4 OF SECTION 35; THENCE N 89°35'04" W, ALONG SAID SOUTH LINE OF SAID NW1/4, A DISTANCE OF 1144.59 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 20.543 ACRES, MORE OR LESS; SUBJECT TO ANY OTHER EASEMENTS, COVENANTS AND/OR AGREEMENTS OF RECORD.

part of 08-35-100-034

