

This Document Prepared By:

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City of Peoria
Community Development Department
419 Fulton Street, Room 203
Peoria, Illinois 61602-1217

ANNEXATION AGREEMENT

THIS AGREEMENT (hereinafter referred to as the "Annexation Agreement") is made this ___ day of _____, 20___, by and between THE CITY OF PEORIA, ILLINOIS, an Illinois municipal corporation, located in Peoria County, Illinois (hereinafter referred to as the "City") and KTL Holdings, LLC (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, the Property is located within the County of Peoria, Illinois ("County") and is contiguous with the corporate boundaries of the City; and

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 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 Property shall be classified C-2 Large Scale Commercial. The Owner hereby incorporates its request for rezoning to C-2 Large Scale Commercial as a part hereof and the City has no objection to the property being zoned C-2 Large Scale Commercial. The City agrees to process and issue the rezoning request per established process and protocol.

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. 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. Lot 1 of Allen Trails Subdivision will annex when the existing building is expanded, the property is further developed for the current use, or a new use is established, or if the existing septic system fails.
- D. Lot 2 of Allen Trails Subdivision will annex when a new use is established on the property.
- E. Non-agricultural development of the site will require connection to public water and public sewer, adherence to City erosion control regulations, and other regulations affecting property within the City, i.e. building codes and subdivision requirements.

- F. 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.
- G. 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.
- H. 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.
- I. The parties shall execute and deliver such additional documentation as may be necessary to implement this Agreement.
- J. 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.
- K. This agreement may be amended by mutual consent of the parties.
- L. 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: _____
Mayor

Attest:

By: _____
City Clerk

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 _____, personally known to me to be the Mayor of the City of Peoria, and _____, 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 ____ day of _____, 20__.

Notary Public

Owner of Record:

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 _____, 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 she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this ____ day of _____, 20__.

Notary Public