



PLANNING & ZONING COMMISSION

TO: City of Peoria Planning & Zoning Commission

FROM: Development Review Board (Prepared by Leah Allison)

DATE: December 1, 2022

CASE NO: PZ 1147-2022

REQUEST: Hold a Public Hearing and forward a recommendation to City Council on the request of Bill Hoerr of Hoerr Brothers LLC to approve an Annexation Petition and Annexation Agreement with a request to rezone to Class I-1 (Industrial/Business Park) District for the property located at 9601 N Allen Road (Parcel Identification No. 09-31-300-007), Peoria IL (Council District 5)

SUMMARY OF PROPOSAL

Petitioner Bill Hoerr of Hoerr Brothers LLC is requesting to annexation a 17.05-acre parcel to the City of Peoria.

The proposed terms of the agreement from the applicant are:

- 1) Rezone (upon annexation) property to Class I-1 (Industrial/Business Park) District.
- 2) Non-agricultural development of the site will require connection to public water and public sanitary sewer.
- 3) Subdivide into 3 lots – subdivision plat reviewed through the administrative process.
- 4) Lot 2 will annex when the existing septic system fails.
- 5) Lot 3 will annex when the lot is divided or requires public sanitary sewer.
- 6) Allow existing gravel lots to remain.

Staff's review of the agreement includes additional terms with greater detail to address contingencies for annexation, requirements for infrastructure, and gradual removal of non-conforming site elements such as gravel parking surfaces:

The parcel is contiguous and will annex subject to terms of the agreement.

BACKGROUND

Property Characteristics

The subject property contains 17.05 acres of land and is partially developed with a storage business with the remainder being undeveloped agricultural land. The property has frontage on Allen Road and Van Winkle Way. Access to the property is available only from Van Winkle Way.

DEVELOPMENT REVIEW BOARD ANALYSIS

The DRB examines each application against the appropriate standards found in the Code of the City of Peoria and/or in case law.

Standard	Standard Met per DRB Review	DRB Condition Request & Justification
No detriment to public health, safety, or general welfare	Yes	None
No injury to other property or diminish property values	Yes	None
No impediment to orderly development	Yes	None
Provides adequate facilities	Yes	None
Ingress/Egress measures designed to minimize traffic congestion	Yes	None
If a public use/service, then a public benefit	N/A	N/A

Standard	Standard Met per DRB Review	DRB Condition Request & Justification
Conforms to all district regulations	Yes	None
Comprehensive Plan Critical Success Factors	Grow Employers and Jobs	N/A
City Council Strategic Plan Goals	Smart Population Growth	N/A
Comprehensive Plan Future Land Use Designation	The Future Land Use Designation is Commercial.	

DEVELOPMENT REVIEW BOARD RECOMMENDATION

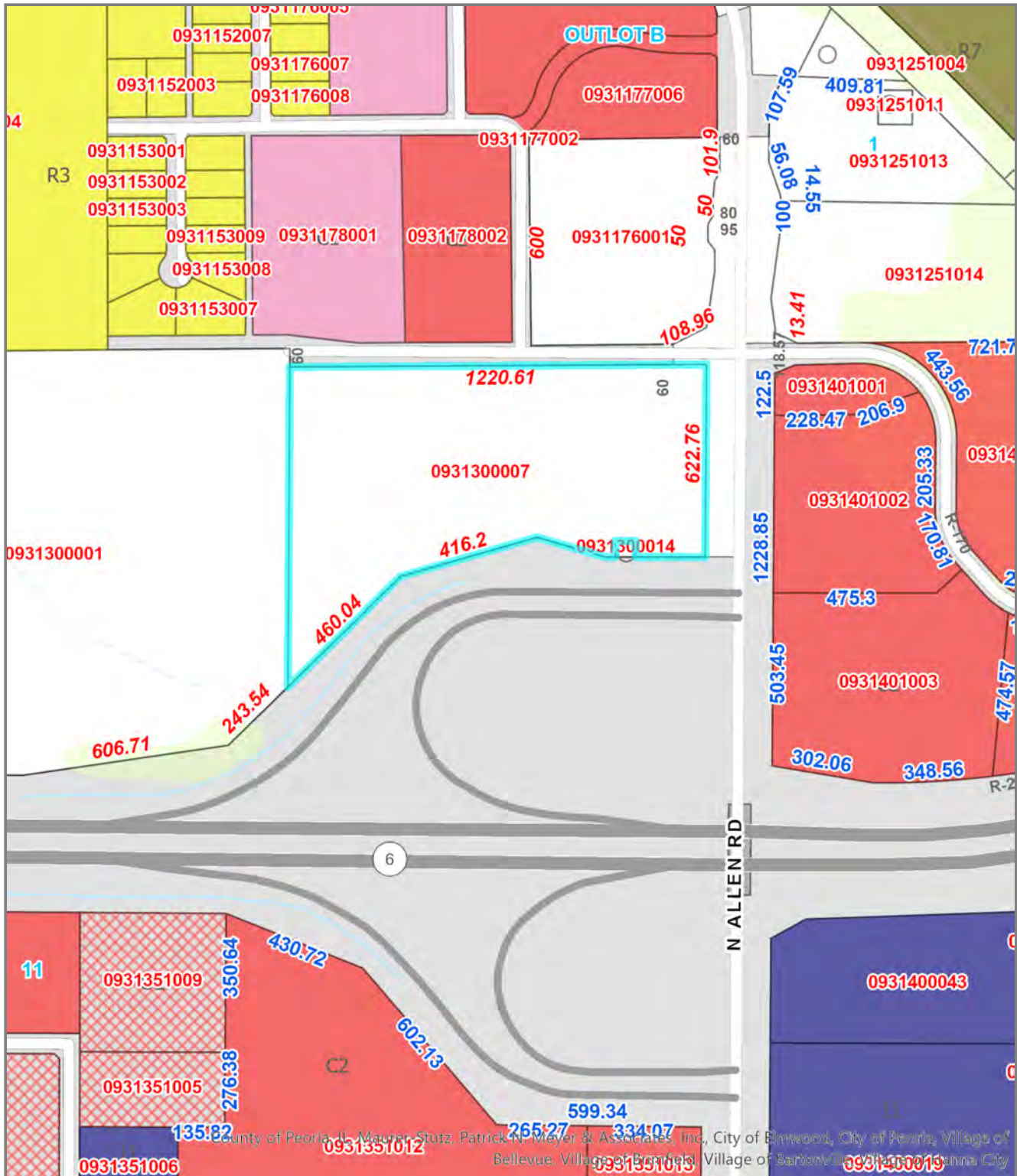
The Development Review Board recommends approval of the annexation agreement as proposed by the City.

NOTE: If a City Code Requirement is not listed as a waiver, then it is a required component of the development. The applicant is responsible for meeting all applicable code requirements through all phases of the development.

ATTACHMENTS

1. Surrounding Zoning
2. Aerial Photo
3. Proposed Annexation Agreement from Applicant
4. Proposed Annexation Agreement from City

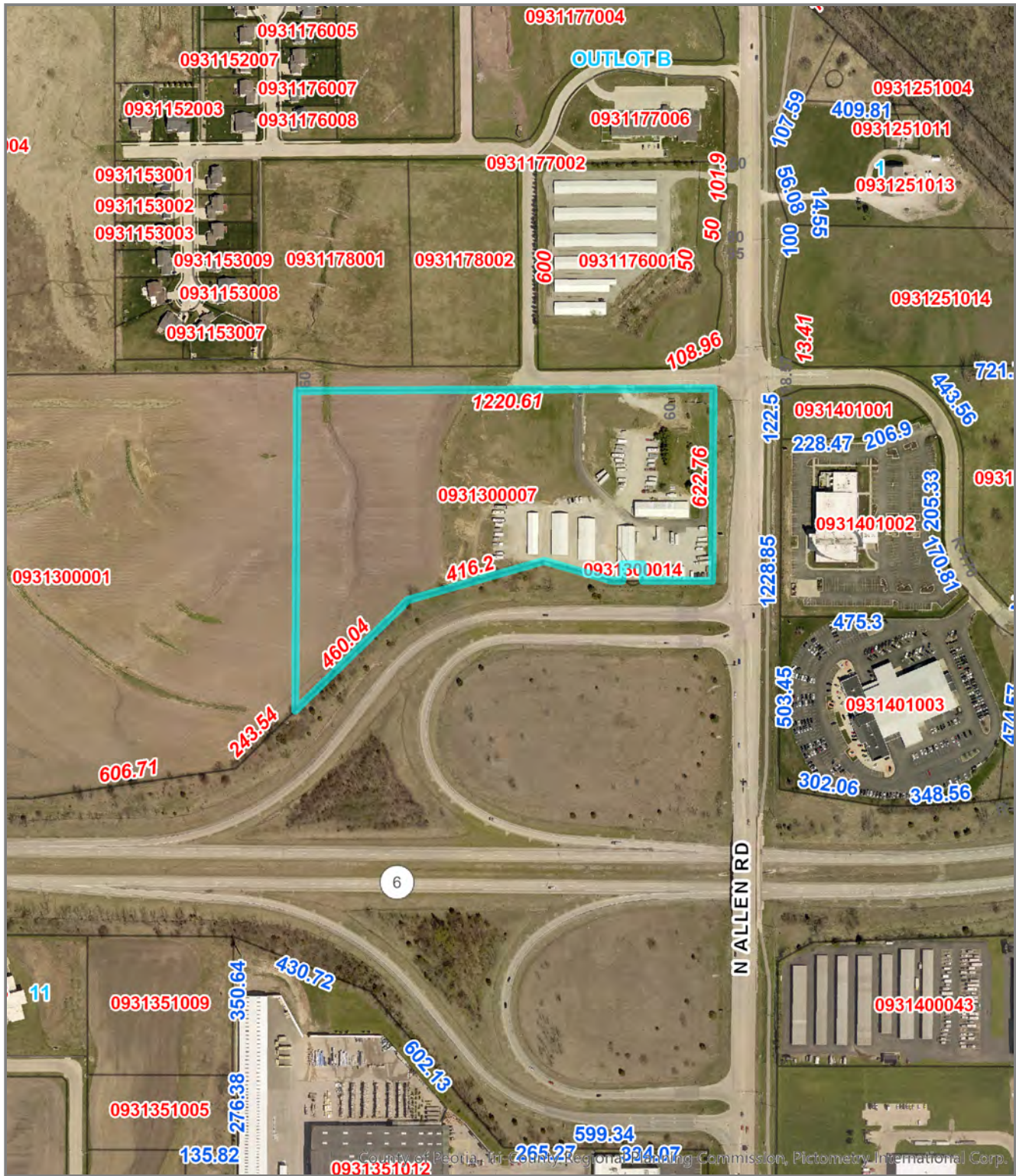
9601 N Allen Road



Disclaimer: Data is provided 'as is' without warranty or any representation of accuracy, timeliness or completeness. The burden for determining fitness for, or the appropriateness for use, rests solely on the requester. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is in a constant state of maintenance. This website is NOT intended to be used for legal litigation or boundary disputes and is informational only. - Peoria County GIS Division

Map Scale
1 inch = 564 feet
 11/22/2022

9601 N Allen Road



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Map Scale
1 inch = 564 feet
 11/22/2022

This Document Prepared By: Steve Kerr

Mail To:

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 HOERR BROTHERS, 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 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 I1, Industrial / Business Park.

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. 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. 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.
- F. 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.
- G. The parties shall execute and deliver such additional documentation as may be necessary to implement this Agreement.
- H. 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.
- I. Lot 3 shall remain in the County and will not be annexed until such time that the lot is divided or requires public sanitary sewer.
- J. Lot 2 shall remain in the County and will not be annexed until such time that the existing septic system fails or requires a permit. At such time Lot 2 will connect to public sewer and annex into the City.
- K. In order to comply with subdivision requirements a public sewer extension will be required to be constructed to the property. The construction of the sanitary sewer and the development on Lot 1 shall be constructed concurrently and a building permit on Lot 1 will not be denied based on the sewer not being constructed. A certificate of occupancy shall not be issued until the public sewer is constructed and the sewer service is constructed to Lot 1.
- L. Van Winkle Way would not require an extension until such time that Lot 3 was subdivided.
- M. Lots 1, 2 & 3 will be accessed by the existing private road.

- N. The existing gravel lots will be allowed to remain.
- O. The gravel between the buildings on Lot 2 and Lot 3 will be allowed to remain with no setback requirements.
- P. No pavement setback will be required on internal lot lines of Lots 1, 2, and 3 until such time that that there is a change in use.
- Q. This agreement may be amended by mutual consent of the parties.
- J. 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 _____, 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

By: _____, 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

EXHIBIT "A"

LEGAL DESCRIPTION

PART OF THIRTY-FIVE (35) ACRES OFF THE NORTH END OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, IN TOWNSHIP 10 NORTH, RANGE 8 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN PEORIA COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 31, THENCE SOUTH 89 DEGREES 04 MINUTES 26 SECONDS WEST, (BEARINGS BASED ON THE ILLINOIS STATE PLANE, WEST ZONE, NAD83, 2011 ADJUSTMENT), ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 85.20 FEET TO A POINT 100 FEET WESTERLY OF THE CENTERLINE OF ALLEN ROAD, (STATE BOND ISSUE ROUTE 174); THENCE SOUTH 00 DEGREES 02 MINUTES 48 SECONDS EAST, ALONG A LINE 100 FEET WESTERLY OF SAID CENTERLINE, A DISTANCE OF 60.01 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED:

FROM THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 00 DEGREES 02 MINUTES 48 SECONDS EAST, ALONG A LINE 100 FEET WESTERLY OF SAID CENTERLINE, A DISTANCE OF 560.91 FEET TO A POINT 850 FEET NORMALLY DISTANT NORTH OF THE SURVEY LINE OF FA ROUTE 405; THENCE NORTH 89 DEGREES 43 MINUTES 56 SECONDS WEST, A DISTANCE OF 295.16 FEET TO A POINT 850 FEET NORMALLY DISTANT NORTH OF SAID SURVEY LINE; THENCE NORTH 75 DEGREES 41 MINUTES 46 SECONDS WEST, A DISTANCE OF 206.16 FEET TO A POINT 900 FEET NORMALLY DISTANT NORTH OF SAID SURVEY LINE; THENCE SOUTH 74 DEGREES 13 MINUTES 40 SECONDS WEST, A DISTANCE OF 416.20 FEET TO A POINT 785 FEET NORMALLY DISTANT NORTH OF SAID SURVEY LINE; THENCE SOUTH 45 DEGREES 26 MINUTES 46 SECONDS WEST, A DISTANCE OF 471.78 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 31; THENCE NORTH 00 DEGREES 37 MINUTES 03 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 934.72 FEET TO A POINT 60 FEET SOUTHERLY OF THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 89 DEGREES 09 MINUTES 12 SECONDS EAST, ALONG A LINE 60 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1221.25 FEET TO THE POINT OF BEGINNING SAID TRACT CONTAINING 17.149 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, RESERVATIONS, RESTRICTIONS OR RIGHT OF WAY OF RECORD.

This Document Prepared By: Steve Kerr

Mail To:

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 HOERR BROTHERS, 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 corporate 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 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 I1, Industrial / Business Park.

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. Non-agricultural development of the site will require connection to public water and public sewer, adherence to City stormwater and 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. 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.
- F. 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.
- G. The parties shall execute and deliver such additional documentation as may be necessary to implement this Agreement.
- H. 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.
- I. The City shall shall review the attached Preliminary Plat of Hoerr Subdivision (Exhibit B), followed by the Final Plat, through the administrative review process.
- J. Lot 3 shall remain in the County and will not be annexed until the earliest occurrence of any one of the following contingencies:
- 1) Sale of all or any portion of the lot
 - 2) Developed with more than the three existing buildings
 - 3) The lot is subdivided
 - 4) Connection to public sanitary sewer
 - 5) That date which is fifteen (15) years from the date of this Agreement.
- K. Lot 2 shall remain in the County and will not be annexed until the earliest occurrence of any one of the following contingencies:
- 1) Sale of all or any portion of the lot
 - 2) Developed with more than the two existing buildings
 - 3) The lot is subdivided
 - 4) The existing septic system fails or requires a permit. At such time Lot 2 will connect to the public sanitary sewer.
 - 5) That date which is fifteen (15) years from the date of this Agreement.

L. In order to comply with subdivision requirements a public sewer extension will be required to be constructed to the property. The construction of the sanitary sewer and the development on Lot 1 shall be constructed concurrently and a building permit on Lot 1 will not be denied based on the sewer not being constructed. A certificate of occupancy shall not be issued until the public sewer is constructed and the sewer service is constructed to Lot 1.

M. Van Winkle Way will not require an extension until such time that Lot 3 is subdivided or developed with more than the three existing buildings. Such road extension shall be constructed in compliance with City standards.

N. Lots 1, 2 & 3 will be accessed by the existing westernmost private drive as depicted on the attached preliminary plat. The drive approach for such access road will be reconstructed to City standards for commercial entrances when Lot 1 is developed. The existing easternmost driveway will be reconstructed to City standards for commercial entrances or removed entirely upon the development of Lot 1.

O. Sidewalks constructed to City standards will be required across the Van Winkle Way street frontage as each Lot 1 and Lot 3 develop.

P. The existing gravel lots will be allowed to remain until a change in use occurs on the lot. The gravel must be replaced with a hard surface in compliance with City standards.

Q. The gravel between the buildings on Lot 2 and Lot 3 will be allowed to remain with no setback requirements until such time that there is a change in use.

R. No pavement setback will be required on the internal lot lines of Lots 1, 2, and 3 until such time that there is a change in use.

S. Outdoor burning on any portion of Lots 1, 2, or 3, whether lots are annexed or not yet annexed to the City, shall be prohibited.

T. Current use of the property includes a landscape business located on Lot 2 and an indoor/outdoor self-storage facility located on Lot 2 and a portion of Lot 3. Any expansion of such uses, change in uses, or the establishment of new uses on any of the Lots 1, 2, or 3 will require compliance with City codes.

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

V. 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 _____, 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

By: _____, 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

EXHIBIT "A"

LEGAL DESCRIPTION

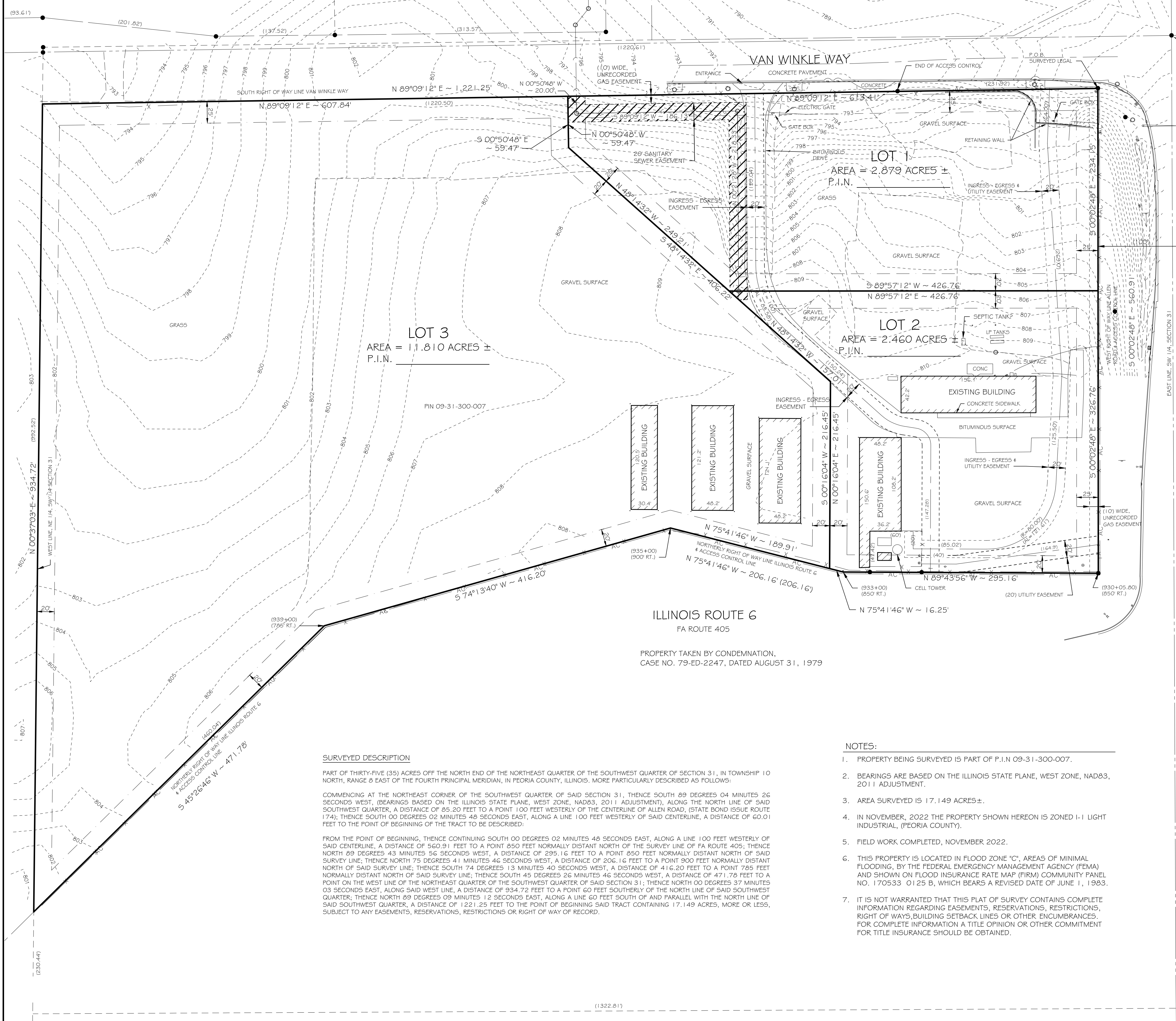
PART OF THIRTY-FIVE (35) ACRES OFF THE NORTH END OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, IN TOWNSHIP 10 NORTH, RANGE 8 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN PEORIA COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 31, THENCE SOUTH 89 DEGREES 04 MINUTES 26 SECONDS WEST, (BEARINGS BASED ON THE ILLINOIS STATE PLANE, WEST ZONE, NAD83, 2011 ADJUSTMENT), ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 85.20 FEET TO A POINT 100 FEET WESTERLY OF THE CENTERLINE OF ALLEN ROAD, (STATE BOND ISSUE ROUTE 174); THENCE SOUTH 00 DEGREES 02 MINUTES 48 SECONDS EAST, ALONG A LINE 100 FEET WESTERLY OF SAID CENTERLINE, A DISTANCE OF 60.01 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED:

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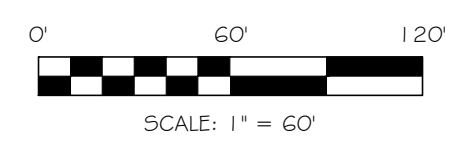
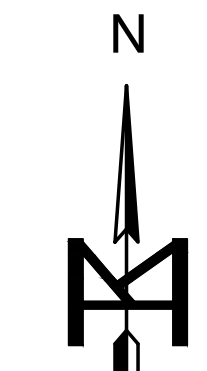
PRELIMINARY PLAT HOERR SUBDIVISION

PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 10 NORTH, RANGE 8 EAST OF THE FOURTH PRINCIPAL MERIDIAN, PEORIA COUNTY, ILLINOIS.



LEGEND

- DEED LINE
- - - ADJACENT PROPERTY LINE
- - - RIGHT OF WAY LINE
- - - SECTION LINE
- - - EASEMENT LINE
- - - BUILDING SETBACK LINE
- - - CENTER LINE
- - - FENCE LINE
- - - ACCESS CONTROL LINE
- - - MEASURED BEARING & DISTANCE
- - - RECORD DISTANCE
- - - FOUND IRON ROD / PIPE / RR SPIKE
- - - IRON ROD SET
- - - UTILITY POLE
- - - GUY WIRE
- - - LIGHT POLE
- - - ELECTRIC TRANSFORMER
- - - ELECTRIC METER
- - - HAND HOLE
- - - WATER VALVE
- - - GAS METER
- - - GAS VALVE
- - - INLET
- - - MANHOLE
- - - SIGN
- - - RECORDED STATION # OFFSET
- - - POINT OF BEGINNING



STATE OF ILLINOIS HIGHWAY OFFICIAL'S CERTIFICATE
 STATE OF ILLINOIS)
 COUNTY OF PEORIA) SS
 THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PURSUANT TO CHAPTER 765 ILCS, ARTICLE 205, PARAGRAPH 2. HOWEVER, A PERMIT FOR ACCESS IS REQUIRED BY THE OWNER OF THE PROPERTY. A PLAN THAT MEETS THE REQUIREMENTS CONTAINED IN THE DEPARTMENT'S POLICY ON PERMITS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS WILL BE REQUIRED BY THE DEPARTMENT.
 DATED THIS ____ DAY OF _____, 2022.

 REGION THREE ENGINEER

PEORIA COUNTY PLAT OFFICER'S CERTIFICATE
 STATE OF ILLINOIS)
 COUNTY OF PEORIA) SS
 THIS PRELIMINARY PLAT IS HEREBY APPROVED IN ACCORDANCE WITH THE PROVISIONS OF THE PLAT ACT OF ILLINOIS (55 ILCS 5/5-1041) AND SECTIONS 3.14 (SUBDIVISIONS), 3.15 (SUBDIVISION WAIVERS AND APPEALS), 3.16 (PLAT APPROVAL), AND ARTICLE 8, SUBDIVISIONS, OF CHAPTER 20 OF THE PEORIA COUNTY CODE. IT IS IN CONFORMANCE WITH THE GOALS AND OBJECTIVES OF THE COUNTY'S COMPREHENSIVE LAND USE PLAN.

GIVEN UNDER MY HAND AND SEAL THIS ____ DAY OF _____, 2022.

 PLAT APPROVING OFFICER

COMMUNITY DEVELOPMENT CERTIFICATE
 STATE OF ILLINOIS)
 COUNTY OF PEORIA) SS
 I HEREBY CERTIFY THAT THIS PRELIMINARY PLAT OF "ALLEN TRAILS" IS APPROVED THIS ____ DAY OF _____, 2022. THE FINAL PLAT MUST BE SUBMITTED WITHIN ONE YEAR FOR APPROVAL OR THE ABOVE ACTION BECOMES NULL AND VOID.

 DIRECTOR OF COMMUNITY DEVELOPMENT

SURVEYOR'S CERTIFICATE
 STATE OF ILLINOIS)
 COUNTY OF PEORIA) SS

WE, MOHR & KERR ENGINEERING AND LAND SURVEYING, P.C. DO HEREBY STATE THAT WE HAVE SURVEYED AND SUBDIVIDED THE PROPERTY AS DESCRIBED AND SHOWN BY THE ATTACHED PRELIMINARY PLAT, TO BE KNOWN AS "HOERR SUBDIVISION", WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.

WE FURTHER STATE THAT THE PROPERTY COVERED BY THIS SUBDIVISION IS LOCATED WITHIN ONE AND ONE-HALF MILES OF THE CORPORATE LIMITS OF AN INCORPORATED CITY, WHICH HAS ADOPTED A CITY PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS NOW OR HEREAFTER AMENDED.

WE FURTHER STATE THAT THIS SUBDIVISION IS WITHIN 500 FEET OF ANY DRAINAGE COURSE DRAINING 640 ACRES OR MORE AND TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY AS DRAWN TO A SCALE OF 1 INCH = 60 FEET.

WE FURTHER STATE THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATED THIS 3RD DAY OF NOVEMBER, 2022.

MOHR & KERR ENGINEERING AND LAND SURVEYING, P.C.

JEFFREY E. FRANKLIN
 ILLINOIS REGISTERED PROFESSIONAL LAND SURVEYOR #035-3230
 MOHR & KERR ENGINEERING & LAND SURVEYING, P.C.
 5901 N. PROSPECT RD., SUITE 6B, PEORIA, IL 61614
 PHONE: (309)692-8500, WEB SITE: WWW.MOHRANDKERR.COM
 JFRANKLIN@MOHRANDKERR.COM



LICENSE EXPIRES NOVEMBER 30, 2022

- NOTES:**
- PROPERTY BEING SURVEYED IS PART OF P.I.N. 09-31-300-007.
 - BEARINGS ARE BASED ON THE ILLINOIS STATE PLANE, WEST ZONE, NAD83, 2011 ADJUSTMENT.
 - AREA SURVEYED IS 17.149 ACRES ±.
 - IN NOVEMBER, 2022 THE PROPERTY SHOWN HEREON IS ZONED I-1 LIGHT INDUSTRIAL, (PEORIA COUNTY).
 - FIELD WORK COMPLETED, NOVEMBER 2022.
 - THIS PROPERTY IS LOCATED IN FLOOD ZONE "C", AREAS OF MINIMAL FLOODING, BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AND SHOWN ON FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 170533 0125 B, WHICH BEARS A REVISED DATE OF JUNE 1, 1983.
 - IT IS NOT WARRANTED THAT THIS PLAT OF SURVEY CONTAINS COMPLETE INFORMATION REGARDING EASEMENTS, RESERVATIONS, RESTRICTIONS, RIGHT OF WAYS, BUILDING SETBACK LINES OR OTHER ENCUMBRANCES. FOR COMPLETE INFORMATION A TITLE OPINION OR OTHER COMMITMENT FOR TITLE INSURANCE SHOULD BE OBTAINED.

SURVEYED DESCRIPTION
 PART OF THIRTY-FIVE (35) ACRES OFF THE NORTH END OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, IN TOWNSHIP 10 NORTH, RANGE 8 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN PEORIA COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 31, THENCE SOUTH 89 DEGREES 04 MINUTES 26 SECONDS WEST, BEARINGS BASED ON THE ILLINOIS STATE PLANE, WEST ZONE, NAD83, 2011 ADJUSTMENT, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 85.20 FEET TO A POINT 100 FEET WESTERLY OF THE CENTERLINE OF ALLEN ROAD, (STATE BOND ISSUE ROUTE 174); THENCE SOUTH 00 DEGREES 02 MINUTES 48 SECONDS EAST, ALONG A LINE 100 FEET WESTERLY OF SAID CENTERLINE, A DISTANCE OF 60.01 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED:
 FROM THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 00 DEGREES 02 MINUTES 48 SECONDS EAST, ALONG A LINE 100 FEET WESTERLY OF SAID CENTERLINE, A DISTANCE OF 560.91 FEET TO A POINT 850 FEET NORMALLY DISTANT NORTH OF THE SURVEY LINE OF FA ROUTE 405; THENCE NORTH 89 DEGREES 43 MINUTES 56 SECONDS WEST, A DISTANCE OF 295.16 FEET TO A POINT 850 FEET NORMALLY DISTANT NORTH OF SAID SURVEY LINE, THENCE NORTH 75 DEGREES 41 MINUTES 46 SECONDS WEST, A DISTANCE OF 206.16 FEET TO A POINT 900 FEET NORMALLY DISTANT NORTH OF SAID SURVEY LINE, THENCE SOUTH 74 DEGREES 13 MINUTES 40 SECONDS WEST, A DISTANCE OF 416.20 FEET TO A POINT 785 FEET NORMALLY DISTANT NORTH OF SAID SURVEY LINE, THENCE SOUTH 45 DEGREES 26 MINUTES 46 SECONDS WEST, A DISTANCE OF 471.78 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 31; THENCE NORTH 00 DEGREES 37 MINUTES 03 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 934.72 FEET TO A POINT 60 FEET SOUTHERLY OF THE NORTH LINE OF SAID SOUTHWEST QUARTER, THENCE NORTH 89 DEGREES 09 MINUTES 12 SECONDS EAST, ALONG A LINE 60 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1221.25 FEET TO THE POINT OF BEGINNING SAID TRACT CONTAINING 17.149 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, RESERVATIONS, RESTRICTIONS OR RIGHT OF WAY OF RECORD.

ILLINOIS ROUTE 6
 FA ROUTE 405
 PROPERTY TAKEN BY CONDEMNATION,
 CASE NO. 79-ED-2247, DATED AUGUST 31, 1979

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REV.	DATE	NATURE OF REVISION	CHECKED

CLIENT: **HOERR BROTHERS, LLC**
 SURVEYED: WLC
 DRAWN: JMM
 CHECKED: JEF
 SCALE: 1" = 60'
 DATE: 11-03-2022

TITLE: **PRELIMINARY PLAT OF HOERR SUBDIVISION**
 PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 10 NORTH, RANGE 8 EAST OF THE FOURTH PRINCIPAL MERIDIAN, PEORIA COUNTY, ILLINOIS.

PROJECT NO. 22-488
 SHEET 1 OF 1
 DRAWING NO. 1