

# RESOLUTION NO. 21-281

CITY OF PEORIA.

Peoria, Illinois SEPTEMBER 28 2021

**A RESOLUTION APPROVING THE ANNEXATION AGREEMENT FOR PROPERTY IDENTIFIED AS PARCEL IDENTIFICATION NUMBER 09-22-300-005, WITH AN ADDRESS OF 1310 E DICKISON LANE, PEORIA, IL**

## Resolved

WHEREAS, Harry and Deneen Miller., owners 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 September 28, 2021, 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 28th DAY OF September 2021.

APPROVED:


  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

BY:   
\_\_\_\_\_  
Chief Deputy Clerk of Peoria, IL

EXAMINED AND APPROVED

  
\_\_\_\_\_  
Corporation Counsel

## PRE-ANNEXATION AGREEMENT

**This Annexation Agreement**, effective the 16<sup>th</sup> day of September, 2021, is by and between the City of Peoria, a municipal corporation, hereinafter referred to as "City", and HARRY F. MILLER, JR. and DENEEN K. MILLER, as husband and wife and each individually in their own right, hereinafter collectively referred to as "Miller".

### RECITALS

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

**Whereas**, the Property consists of approximately 71.4 acres of mostly uninhabited land that is not contiguous to City;

**Whereas**, a public hearing was held following property publication of notice of the hearing to permit public comments regarding this Agreement.

**Whereas**, City has determined that it is in the best interests of City to provide for the planned and managed growth of City;

**Whereas**, City has determined it is in the best interests of City to provide that property identified as potential growth areas for City shall be developed in accordance with City ordinances with an appropriate infrastructure given the proposed density of the Property;

**Whereas**, City and Miller want to enter into an agreement that will provide for annexation of the Property into City if and when the Property becomes contiguous to City.

**Whereas**, proper notice has been given to all library districts and fire protection districts located within the Property.

**Whereas**, notice of a proposed annexation has been given to township supervisors, township road commissioners having jurisdiction over any road to be affected by the proposed Annexation, and all other individuals and governmental entities required by statute.

### AGREEMENTS

**Now, therefore**, for one dollar and other good and valuable consideration in hand received, it is hereby agreed as follows:

1. **Annexation**. City, at City's sole option, may annex the Property into City if and when the Property becomes contiguous to City. The annexation of the Property shall become

effective as of the date that City records in the office of the Peoria County Clerk a notice of City's election to annex the Property. No additional public hearings shall be required to annex the Property.

2. **Applicability:** This Agreement shall constitute a covenant running with the land and shall be binding upon all grantees, successors, and assigns of Miller. The recording of a notice of this Agreement shall constitute public notice to future owners of all or any portion of the Property, subdivided or not, that the Property may be annexed into City pursuant to the terms of this Agreement.

3. **Term of Agreement/Survivability of Obligations:** This Agreement shall expire and all duties and obligations detailed herein shall be terminated if the Property does not become contiguous to and annexed into City within 20 years of the effective date of this Agreement. If the Property does become contiguous and is annexed into City prior to 20 years from the effective date of this Agreement, the duties and obligations detailed herein shall survive such annexation.

4. **Zoning:** At the time of annexation, City shall zone the Property A-1 (agricultural), or the then closest equivalent of the A-1 zoning classification.

5. **Plat Approval:** City approves the preliminary plat of the Property attached hereto as Exhibit B and shall approve a final plat of the Property upon submission by Miller, provided such final plat is generally consistent with the attached preliminary plat and provided such final plat meets all requirements of a final plat except for those items that may be omitted as specifically detailed herein.

6. **Erosion Control:** All construction and development within the Property shall be in accordance with all applicable erosion control ordinances. City shall not charge any permit fee in addition to fees charged by the County of Peoria.

7. **Infrastructure Construction:** As long as the Property is not divided into more than four separate parcels per the preliminary plat, the Property may be developed in accordance with the rural standards. All four (4) proposed parcels presently border on East Dickison Lane, Medina Township. City shall not require the construction or installation of sanitary sewers for the four (4) proposed parcels.

8. **Additional Development:** None of the proposed four (4) parcels may be further subdivided.

9. **Compliance With Building Codes:** All construction of residences within the property shall comply with the then applicable building codes of City.

10. **Compliance With Fire Regulations:** All construction and development within the Property shall comply with the then applicable City of Peoria fire and life safety regulations, except as hereinafter detailed. "All construction and development within the Property" shall, for the purpose of this Annexation Agreement, be defined as the construction of not more than one single family residential dwelling, plus any non-residential outbuildings. Any new residences constructed on the Property must contain a residential sprinkler system. Such sprinkler system must be installed in accordance with the accepted standards for residential sprinkler systems as outlined in N.F.P.A. 13D. Note those standards do permit design flexibility for the submission of an alternative system or components such as, but not limited to, a nonredundant sprinkler system. Any alternative system must be approved by the City of Peoria Fire Department.

11. **Prohibition Against Annexation.** During the term of this Agreement, Miller may not petition to annex into any other municipality.

12. **Topographic Information:** City shall not require the preparation or production of topographic information pertaining to the Property as a condition to approval of the final plat of the Property.

13. **General Provisions:** The following general terms, conditions and definitions shall be applicable to the interpretation and construction of this Agreement.

a. **Applicable Law:** This 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 matters detailed herein shall be commenced in Peoria County, Illinois.

b. **Waiver:** The waiver of any right, term, or condition detailed in this Agreement, or the forbearance of enforcement of any right in the event of a breach of any term of this Agreement, shall not be deemed to be a waiver or release of any future right or cause of action arising from the commission of any additional act or breach of a similar or dissimilar nature. Any delay in enforcement of rights arising from a particular breach shall not act as a waiver of the right to pursue all available remedies. Waiver of a right, term or condition in regards to a particular individual or entity shall not entitle any other individual or entity to a similar waiver.

c. **Timeliness of the Performance:** Time shall be of the essence in regards to the performance of all duties, obligations, and payments detailed herein.

d. **Additional Documentation:** The parties hereto shall execute and deliver such additional documentation as may be necessary to further the purpose and intent of this Agreement as appropriate.

e. Illegality of Terms: If any provision, term or condition of this Agreement or a part thereof shall be deemed illegal and/or unenforceable due to statute, rule of law, or Court Order, the remaining provisions of this Agreement shall remain in full force and effect with the interpretation of this Agreement, in so far as legally possible, to be in accordance with the general intent demonstrated herein.

f. Agreement Binding: This Agreement shall inure to the benefit and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

g. Attorney's Fees: In the event of a default in regards to the performance of any of the duties and obligations detailed herein, the non-defaulting party shall be entitled to recover all reasonable attorney's fees, Court costs or related charges incurred in regards to the curing of such default, the protection of rights detailed herein, or the pursuit of any remedies. Such fees shall be recoverable whether incurred for general counsel, negotiations, trial, or appeal.

h. Captions: All captions or headings contained within this Agreement are for convenience and reference only, and same shall not be construed as a modification, limitation, or definition of the contents of any provision or paragraph contained herein.

i. Duplication of Agreement: This Agreement may be executed in any number of duplicates or counterparts, each of which shall be deemed an original, but all of which shall comprise one in the same instrument.

j. Gender: Reference to gender or singular or plural pronouns shall not be construed as a limitation of the terms of this Agreement.

k. Notices: Any notice required to be given by the terms of this Agreement shall be in writing and shall be deemed to have been served the earlier of: a) the date of personal delivery; or b) three days after the deposit of said written notice into the United States Mail, provided same is sent by registered or certified mail, return receipt requested, properly stamped and addressed to the respective party at the address detailed herein, or such other reasonable address as may be periodically requested in writing, with said addresses detailed as follows:

CITY OF PEORIA  
ATTN: CITY CLERK  
419 Fulton  
Peoria, L 61602

Harry F. Miller, Jr. and Deneen K. Miller  
1409 E. Dickison Lane  
Chillicothe, IL 61523

1. Entirety of Agreement: This Agreement represents the entire agreement of the parties hereto as of the date hereof. This Agreement is not modified or expanded by any oral representations or warranties, and any such prior oral representations or warranties are expressly waived if not detailed herein.

In witness whereof, the parties have placed their hands and seals the day and year first written above.

CITY OF PEORIA

By: Rita Ali  
Its: Mayor

Harry F. Miller, Jr.  
Harry F. Miller, Jr.  
Deneen K. Miller  
Deneen K. Miller

ATTEST:

By: Stephanie Carr  
Its: City Clerk

By: Shirley D. Bonds  
Chief Deputy City Clerk of Peoria, IL

Examined and approved by:  
Christina L. Kapurthka  
Corporate Counsel  
Date of Signature: 9-28-21

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 \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

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 Harry F. Miller, Jr. and Deneen K. Miller, 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 notarial seal, this 16th day of September, 2021.

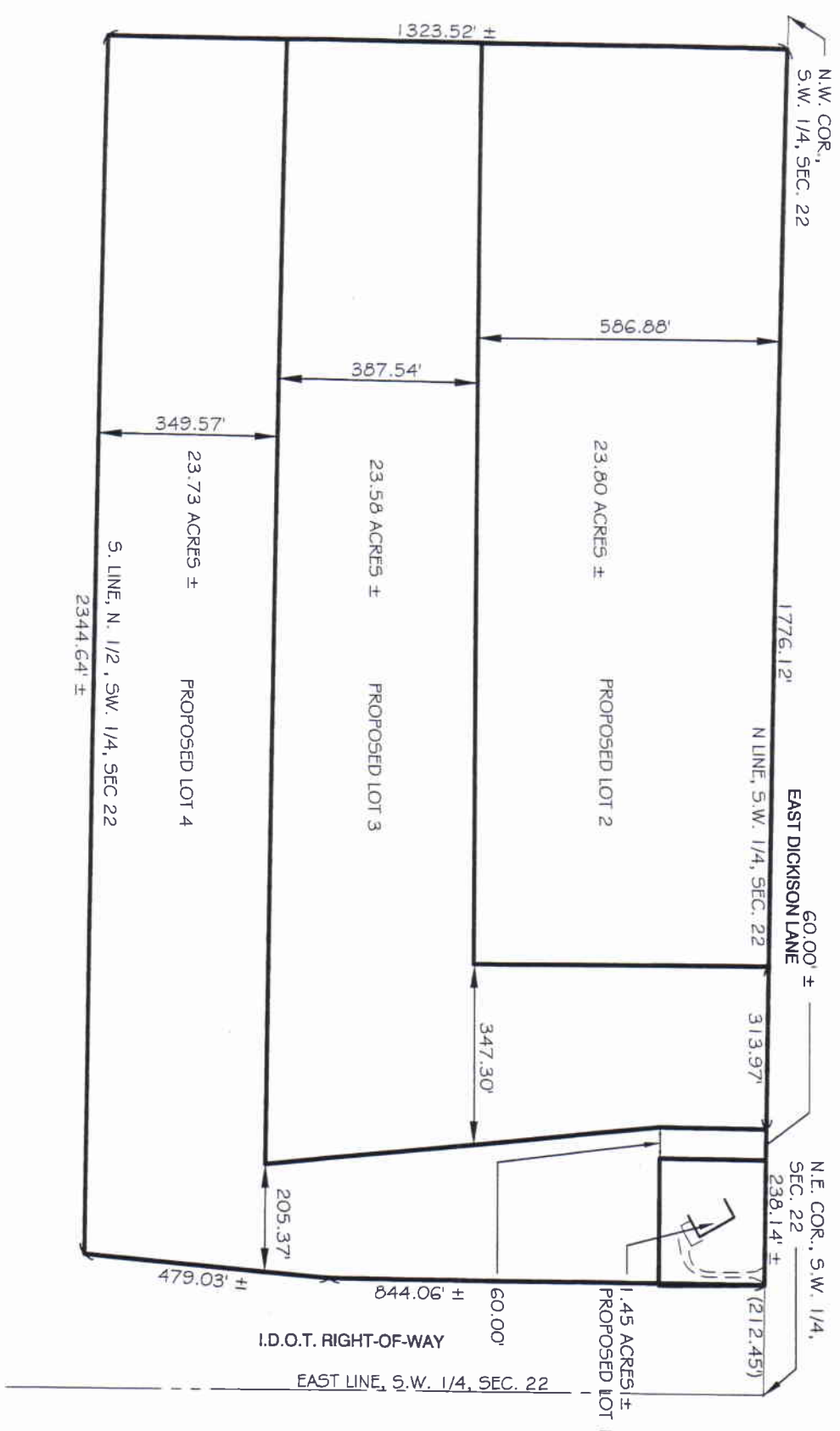
Cammie S. Coffey  
Notary Public



Exhibit "A"

The North Half (N ½) of the Southwest Quarter (SW ¼) of Section Twenty-two (22); EXCEPT the West 66 feet thereof conveyed to the Township of Medina by Quit-Claim Deed dated April 25, 1977 and recorded April 25, 1977 as Document No. 77-09417; and also EXCEPT that part awarded to The Department of Transportation by Final Judgment Order recorded November 10, 1981 as Document No. 81-18630; also EXCEPT that part thereof located within the Right of Way of Dickison Lane; all situated in Township 10 North, Range 8 East of the Fourth Principal Meridian, in Peoria County, Illinois.





LEGEND

- DEED LINE
- SECTION LINE
- MEASURED DISTANCE (1776.12')
- RECORD DISTANCE (212.45')



NOTE: DIMENSIONS AND ACREAGE PER RECORD DIMENSIONS, A PRELIMINARY SUBDIVISION PLAN WILL BE SUBMITTED IF AN ANNEXATION AGREEMENT IS REACHED.

PROPOSED SUBDIVISION EXHIBIT

SURVEYED	-
DRAWN	BAB
CHECKED	CEJ
SCALE	1" = 300'
DATE	02/23/21

HARRY MILLER

PROJECT NO.	20-248
SHEET	1 OF 1
DRAWING NO.	1



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