

RESOLUTION NO.

CITY OF PEORIA.

Peoria, Illinois _____ 2016

A RESOLUTION APPROVING THE ANNEXATION AGREEMENT FOR PROPERTY IDENTIFIED AS PARCEL IDENTIFICATION NUMBERS 14-06-100-003 & -004, WITH AN ADDRESS OF 8603 N ALLEN ROAD, PEORIA, IL

Resolved

WHEREAS, Rudy Eichenberger, James Miller, Linda Geiger and Patty Smith, 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 December 13, 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 _____ DAY
OF _____ 2016.

APPROVED:

Mayor

ATTEST:

City Clerk

EXAMINED AND APPROVED

Corporation Counsel

This Document Prepared By:

Nancy J. Novak, Senior Counsel
Meijer, Inc.
2929 Walker Ave NW
Grand Rapids, MI 49544

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 ___ day of October, 2016, by and between **THE CITY OF PEORIA, ILLINOIS**, an Illinois municipal corporation, located in Peoria County, Illinois (hereinafter referred to as the "City") and **PATTY A. SMITH** as to an undivided $\frac{1}{4}$ interest, **LINDA L. GEIGER** as to an undivided $\frac{1}{4}$ interest, **JAMES RICHARD MILLER** as to an undivided $\frac{1}{4}$ interest, **Rudolph J. Eichenberger**, as **Administrator of the Estate of SHARON L. EICHENBERGER** as to an undivided $\frac{1}{4}$ interest (collectively, 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 C-2 Commercial Zoning, however, any undeveloped portions of the Property shall allow the use of farming until such time as the Property is developed.

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. 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, however, the parties acknowledge and agree that Owner is currently under contract to sell the Property to Meijer Stores Limited Partnership, a Michigan limited partnership ("Meijer), and, therefore, the annexation is not valid or effective until such time as Meijer closes on the purchase of the Property from Owner, but no later than September 30, 2017, which is the latest date Meijer has to close pursuant to the contract between Owner and Meijer.
- K. This Annexation Agreement may be executed in counterparts all of which together

shall constitute one document.

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 October, 2016.

Notary Public

EXHIBIT A

Legal Description of Owner's Property

THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 9 NORTH, RANGE
9 EAST OF THE FOURTH PRINCIPAL MERIDIAN, PEORIA COUNTY, ILLINOIS