

RESOLUTION NO.

13-459

CITY OF PEORIA.

Peoria, Illinois November 12, 2013

A RESOLUTION APPROVING THE ANNEXATION AGREEMENT FOR THE PROPERTY GENERALLY LOCATED WEST OF IL ROUTE 91, NORTH OF PARCEL IDENTIFICATION NUMBER 08-35-100-017, EAST OF PARCEL IDENTIFICATION NO. 08-34-200-004 AND SOUTH OF PARCEL IDENTIFICATION NO. 08-35-100-002. THE PROPERTY IS IDENTIFIED AS PART OF PARCEL IDENTIFICATION NUMBERS 08-35-100-016 AND 08-35-100-020, LOCATED WITHIN PEORIA COUNTY, ILLINOIS

Resolved

WHEREAS, Ken Hoerr, owner, and Mark Larson petitioner, 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 November 12, 2013, and there has been compliance with all provisions of 65 ILCS 5/7-1 *et seq.*

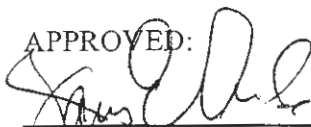
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEORIA, ILLINOIS:

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.

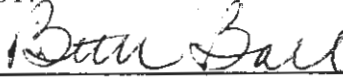
PASSED BY THE CITY COUNCIL OF THE CITY OF PEORIA, ILLINOIS, THIS 12th DAY OF NOVEMBER 2013.

APPROVED:



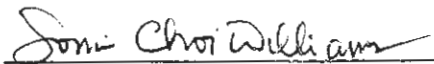
Mayor

ATTEST:



City Clerk

EXAMINED AND APPROVED



Corporation Counsel

**ANNEXATION
AGREEMENT**

PEORIA COUNTY

This Document
Prepared by:
BENCKENDORF &
BENCKENDORF, P.C.
100 N. Main Street
Morton, IL 61550

Mail to:
City of Peoria
Community Development
Department
419 Fulton Street, Room 303
Peoria, IL 61602-1217

ANNEXATION AGREEMENT

THIS AGREEMENT (hereinafter referred to as the "Annexation Agreement") is made this 12th day of November, 2013, by and between THE CITY OF PEORIA, ILLINOIS, an Illinois municipal corporation, located in Peoria County, Illinois (hereinafter referred to as the "City"), and BRENDA S. BERNDT individually and KEN HOERR as Trustee of the KDH Land Trust Agreement dated November 29, 2000 (hereinafter collectively referred to as the "Owner").

RECITALS

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

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

WHEREAS, there are no electors residing within the Property;

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

WHEREAS, due notice has been sent to and received by all entities entitled to such notice as required by law;

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 as "R-3", Single Family Residential, as set forth in the Zoning Ordinance of the City according to the terms of the Zoning Ordinance that exists on the date hereof. Apple Blossom Farms is located on the Property and is hereby approved as an existing non-conforming use and shall continue to be allowed to operate all aspects of its business, including but not limited to the bakery, food service and sales, go-karts, and monster truck rides with no additional permits or other requirements until such time as all farm or current business operations cease or the Property is redeveloped. Owner shall be allowed to replace any existing buildings with no additional special use or zoning permits or requirements to connect to any City services or utilities. Any replacement buildings shall abide by all current City setback requirements. Owner shall be allowed to add additional buildings to the site in accordance with City Ordinances. A copy of the Site Plan is attached hereto as Exhibit B and incorporated herein by reference. Owner shall submit a Preliminary/Final Plat or Plat of Survey which shall be in conformity with all applicable City Ordinances. The parties hereby acknowledge and agree that there is no annexation fee or other cost to Owner associated with this Agreement.

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. Public sanitary sewer is presently not available to the Property. Whenever a public sanitary sewage disposal pipeline is extended to a boundary of the Property, and non-agricultural development of the site occurs, the Owner and any successors agrees to connect and use such public sanitary sewer line. Should non-agricultural development of the property, which is not an accessory or complimentary use for Apple Blossom Farms, occur before a public sanitary sewer pipeline has been extended to the boundary of the

property, then such non-agricultural development must connect to public water and public sanitary sewer as required by the Peoria City/County Health Department and the City of Peoria. Non-agricultural development of the site will require adherence to City erosion control regulations, and other regulations affecting property within the City, i.e. building codes and subdivision requirements. All operations of Apple Blossom Farms are defined as agricultural development for purposes of this Agreement.

D. A ten (10) foot wide bike/walk trail is required along the frontage of IL Route 91 as part of any non-agricultural development of the site. In those instances where applicable law may otherwise require Owner to install said trail, Owner shall be permitted to pay the usual and customary "fee in lieu" for such improvements instead of being required to make the specific construction/installation thereof.

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. 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 from the date hereof.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

THE CITY OF PEORIA,
A Municipal Corporation,

By: *James E. Ardis, III*
Its: Mayor

Attest:

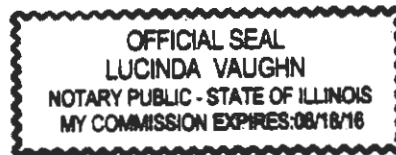
By: *Beth Ball*
Its: City Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF PEORIA)

I, the undersigned, a Notary Public, CERTIFY that James E. Ardis, III, 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 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.

Dated this 8th day of January, 2014.

Lucinda Vaughn
NOTARY PUBLIC



Brenda S. Berndt

BRENDA S. BERNDT,
Owner of Record

STATE OF ILLINOIS)
) SS.
COUNTY OF McLEAN)

I, the undersigned, a Notary Public, CERTIFY that BRENDA S. BERNDT, personally known to me to be same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the instrument as her free and voluntary act, for the uses and purposes therein set forth.

Dated this 15th day of November, 2013.



Jane E Hopkins
NOTARY PUBLIC

EXHIBIT A TO ANNEXATION AGMT

EXHIBIT "A"

AREA TO BE ANNEXED TO THE CITY OF PEORIA AT A LATER DATE BEING A PART OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 10 NORTH, RANGE 7 EAST, OF THE 4TH PRINCIPAL MERIDIAN; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 35; THENCE NORTH 00°-37'-38" EAST, (BEARINGS ASSUMED) ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 35, A DISTANCE OF 786.75 FEET; THENCE NORTH 89°-47'-04" WEST, A DISTANCE OF 31.99 FEET, TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 91, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 89°-47'-04" WEST, A DISTANCE OF 569.26 FEET; THENCE NORTH 00°-37'-38" EAST, A DISTANCE OF 76.52 FEET; THENCE NORTH 89°-47'-04" WEST, A DISTANCE OF 860.32 FEET; THENCE NORTH 00°-37'-38" EAST, A DISTANCE OF 275.88 FEET; THENCE NORTH 89°-47'-04" WEST, A DISTANCE OF 277.46 FEET; THENCE NORTH 00°-37'-38" EAST, A DISTANCE OF 314.05 FEET; THENCE SOUTH 89°-47'-04" EAST, A DISTANCE OF 1381.42 FEET; THENCE SOUTH 00°-00'-39" EAST, A DISTANCE OF 314.05 FEET; THENCE SOUTH 89°-47'-04" EAST, A DISTANCE OF 6.59; THENCE SOUTH 00°-37'-38" WEST, A DISTANCE OF 275.88; THENCE SOUTH 89°-47'-04" EAST, A DISTANCE OF 315.53, TO A POINT ON THE SAID WEST RIGHT OF WAY LINE OF ILLINOIS ROUTE 91; THENCE SOUTH 00°-37'-38" WEST, A DISTANCE OF 76.52 FEET, TO THE POINT OF BEGINNING; CONTAINING 18.027 ACRES MORE OR LESS

