



PLANNING & ZONING COMMISSION

TO: City of Peoria Planning & Zoning Commission

FROM: Development Review Board (Prepared by Leah Allison)

DATE: February 2, 2023

CASE NO: PZ 1208-2023

REQUEST: Hold a Public Hearing and forward a recommendation to City Council on the request of Chad Herman of Fenceline Properties, LLC to approve an Annexation Petition and Annexation Agreement, including a Subdivision Plat, for the property located east of N Knoxville Avenue, west of Old Galena Road, north of E Boy Scout Road, and south of Cedar Hills Drive. The subject property is identified as Parcel Identification Nos. 09-16-400-001 and 09-16-300-004, Peoria IL

SUMMARY OF PROPOSAL

The City of Peoria has a 1.5 mile extraterritorial jurisdictional area from its city limits with the authority to regulate development.

Per Section 2.13.17.E of the Unified Development Code, any divisions of land in the 1.5-mile extraterritorial area resulting in lots less than 40 acres in size must be connected to a public sanitary sewer system. If such lots (less than 40 acres in size) are not connected to a public sanitary sewer system, then an annexation agreement for the subject property must be approved.

Petitioner Chad Herman of Fenceline Properties, LLC is requesting to annex two parcels totaling 90.16 acres which are located within the 1.5 mile extraterritorial area and not currently contiguous to the City of Peoria. Mr. Herman wants to subdivide the land into four (4) lots without connection to the public sanitary sewer, therefore an annexation agreement is required.

The proposed terms of the agreement are:

- 1) Rezone (upon annexation) property to Class A-1 (Agricultural) District.
- 2) Subdivide into 4 lots – subdivision plat reviewed through the administrative process.
- 3) Allow for single family residential development on each of the four lots without connection to public sanitary sewer.
- 4) Allow for existing uses to remain which are primarily agricultural/forestry.

The terms of the proposed agreement are shown in the attached red-lined document.

The property is currently not contiguous to the City of Peoria corporate boundary. Therefore annexation will not occur at this time but upon a future time if contiguity is established. Such contiguity must be established within the 20 year term of the annexation agreement. If contiguity is not established within 20 years, the property will not be annexed to the City of Peoria and the annexation agreement will expire.

BACKGROUND

Property Characteristics

The subject property contains 90-16 acres of undeveloped agricultural/forested land. The property has frontage on Cedar Hills Drive.

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
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 Residential.	

DEVELOPMENT REVIEW BOARD RECOMMENDATION

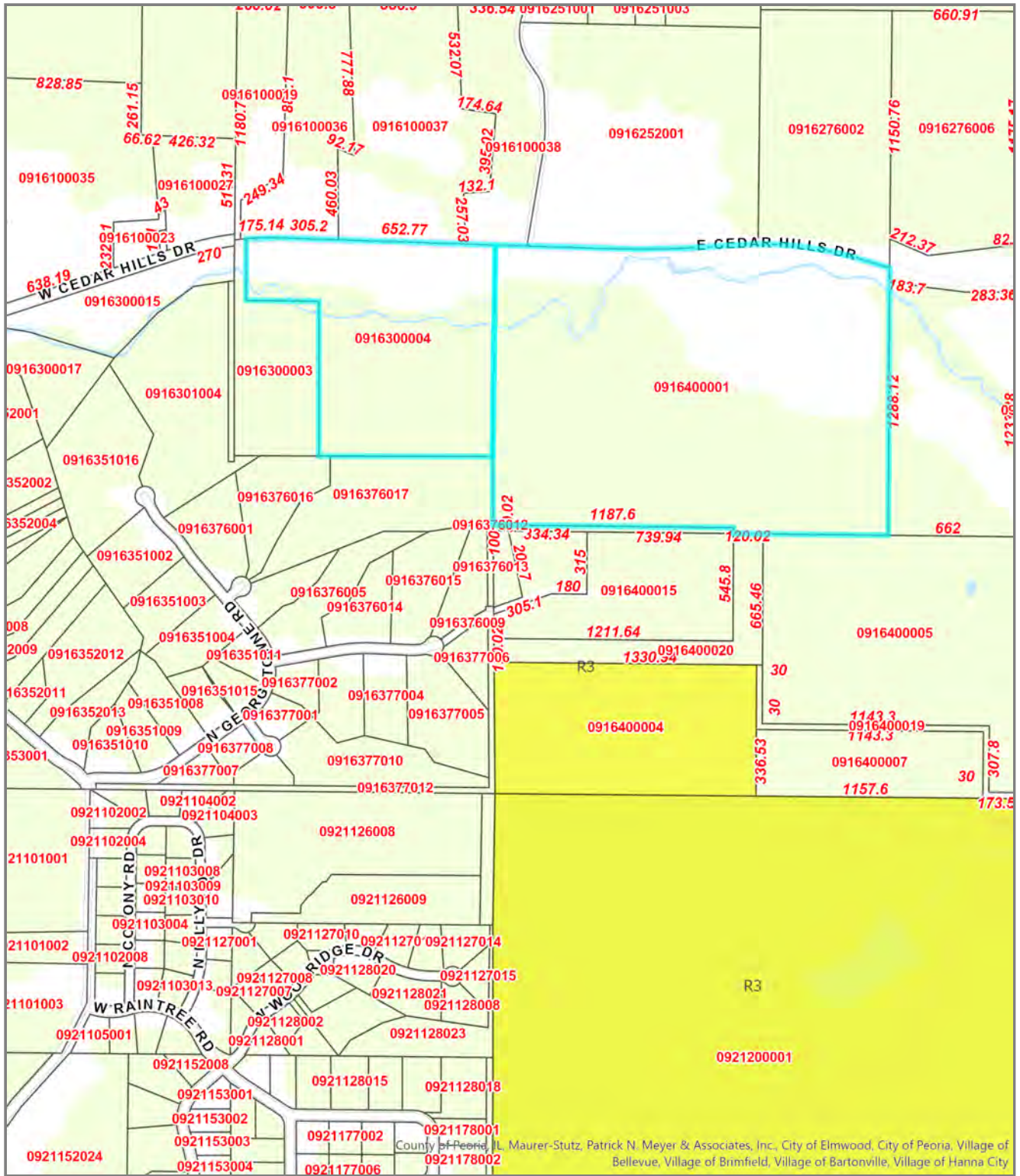
The Development Review Board recommends approval of the annexation agreement subject to the intent of the red-lined revisions.

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 Redlined
4. Plat of Survey

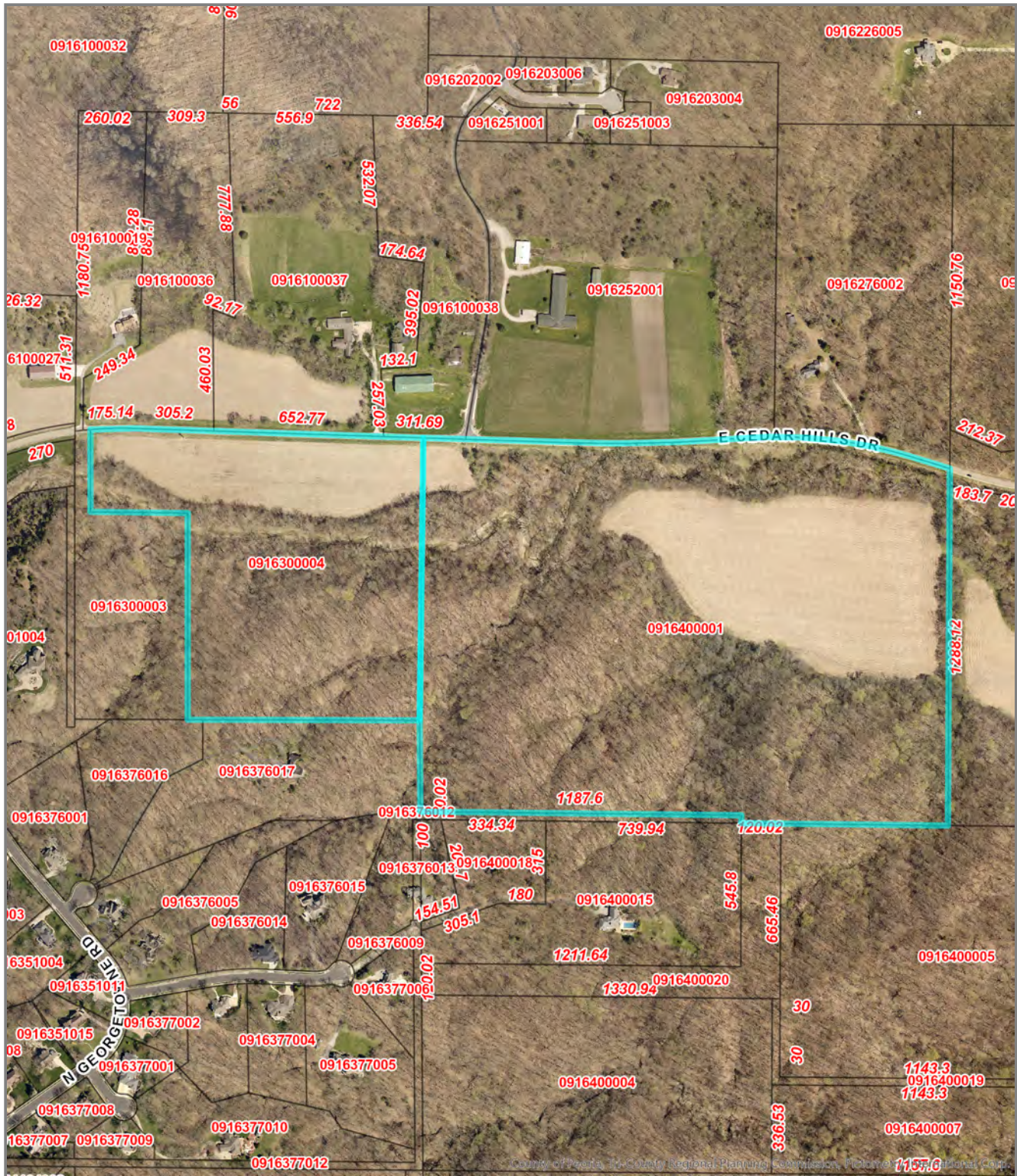
Cedar Hills Dr Annexation



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 = 752 feet
 1/27/2023

Cedar Hills Dr Annexation



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Map Scale
1 inch = 564 feet
 1/27/2023

This Document Prepared By:
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P.O. Box 49
Hanna City, IL 61536

Mail To:

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

PREANNEXATION AGREEMENT

THIS AGREEMENT (hereinafter referred to as the "Preannexation 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 FENCELINE PROPERTIES, LLC. (hereinafter referred to as the "Owner").

RECITALS

WHEREAS, the owner is the sole owner of record of the following described property:

PEORIA COUNTY, IL PIN: 09-16-400-001

N ½ SE ¼ SEC 16-10-8E 63.8 AC (EXC S 30' OF W 1187.6' THEREOF; EXC E ½ NE ¼ SE ¼ SEC 16)

PEORIA COUNTY, IL PIN: 09-16-300-004

NW ¼ & SW ¼ SEC 16-10-8E 25.73 AC (PL) ALL THAT PT E ½ W ½ SEC 16 LYING S OF C/L CEDAR HILLS DR (EXC SE ¼ SW ¼ SEC 16; EXC BEG INTERSEC C/L CEDAR HILLS DR LN SE ¼ NW ¼ SEC 16: TH S TO N LN S

WHEREAS, the Property is located within the County of Peoria, Illinois ("County") and is not contiguous with the corporate boundaries of the City (but likely to be); and

WHEREAS, there are no electors residing within the Property; and

WHEREAS, this Preannexation 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 Preannexation 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 Preannexation Agreement as required by law.

NOW, THEREFORE, in consideration of the above and the mutual covenants and agreements herein contained, **IT IS HEREBY AGREED** as follows:

1. **Authoritative Law; Enactment of Resolutions/Ordinances.** This Agreement is made pursuant to the provisions of 65 ILCS 5/11-15.1-1, et seq.; and the Property as described above shall upon the establishment of contiguity between the boundaries of the City and the boundaries of the Property be annexed pursuant to the Petition and pursuant to the procedure for annexation as set forth in 65 ILCS 5/11-15.1-1, et seq. and pursuant to the terms of this Agreement. The Corporate Authorities, upon execution of this Agreement by the Owners and the City shall, unless previously so provided, enact (without further hearing) ordinances annexing the Property to the City, subject to and consistent with any and all terms and provisions of this Agreement.

2 **Zoning/Applicable Ordinances and Regulations.**

A. Applicable Ordinances. The Owners shall at all times during the terms of this Agreement proceed with the use and further development of four(4) tracts all exceeding ten (10) acres as depicted in the ~~plat of survey~~Subdivision Plat attached hereto as Exhibit A and in accordance with all terms and conditions of the zoning and subdivision ordinances of the County of Peoria and other ordinances and regulations of the County of Peoria (as are in effect on the date of the execution of this Agreement, as the same may be modified pursuant to the terms of this Agreement), until such time as the Property is ultimately annexed to the City, at which time of annexation of the Property, the Property shall thereupon become subject to the terms and conditions of those zoning and subdivision ordinances of the City and other ordinances and regulations of the City as are then in effect as of the date of such future annexation). With respect to the latter, the City agrees that no amendment to the ordinances or regulations of the County of Peoria or the City as may hereafter be enacted by either the County of Peoria or the City shall be applied to be more restrictive to the Property or to the Owners' ability to use and improve the Property in accordance with the terms hereof. Nothing contained herein, however, shall be construed to require or obligate the Owners to commence and proceed with any development of the Property other than such improvement and development as the Owners may in their discretion and determination decide to make and for which they intend to provide.

B. Zoning of Property. The City acknowledges and recognizes that the Property is currently zoned in a classification~~s~~ of Residential Rural and Agricultural~~2~~ under

the laws and ordinances of the County of Peoria. The Property shall continue to be able to be used for any and all uses and improvements as may be currently permitted and provided for any property within the County of Peoria within and covered by such classification of Agricultural. In addition, and notwithstanding the fact that under such zoning classification of the County of Peoria that the Property may not be so used, the following additional uses shall be permitted and capable of being continued or established: i) single family residential; ~~ii) multi-family residential; and~~ iii) agricultural; ~~and iv) recreational~~. Further, in addition, the City agrees to approve the division of four (4) tracts, all exceeding ten (10) acres as depicted in ~~Plat of Survey~~Subdivision Plat attached hereto as Exhibit A. Hunting privileges allowed under County ordinance shall continue and not be further regulated by the City. Ultimately, upon the potential future annexation of the Property to the City, the Property shall be classified in a zoning classification of ~~Ag 2A-1;~~ provided, however, that, in addition to those uses permitted within the Ag 2 classification, any residential classification use shall be permitted within or upon the Property. The foregoing specified zoning classifications to which the Property shall be zoned upon the completion of annexation are and include those provisions as are applicable to such classifications as of the date of this Agreement. To the extent that zoning classifications no longer exist upon the future annexation of the Property, those that zoning classification or those zoning classifications (together with any required special use permits as may be required therefor) shall be given and provided for the Property. In addition to the foregoing, the Owners and any successors in interest shall, both before and after the formal annexation of the Property, be able to use the Property for any use for which the Property is currently being used, and such use shall be as a permitted use as opposed to being a nonconforming (or so called "grandfathered") use.

3. **Private Covenants, Easements, and Restrictions.** In connection with the use and further improvements to the Property, the City recognizes that the use and the addition of improvements to the Property (as well as any portion thereof) may also be further limited, restricted or benefitted in other ways or by agreements (e.g. private restrictive covenants, easements with utility companies, and other third parties, etc.). This Agreement shall not in any way supersede, alter, or prohibit such agreements; and the restrictions, obligations and privileges as may exist by reason thereof shall apply unless otherwise specifically inconsistent with the terms hereof. Similarly, any such other agreements or arrangements shall not entitle the City to enforce the provisions thereof (or provide to the City any third party beneficiary benefits/arrangements thereunder) unless such agreements or other arrangements specifically provide or bestow such rights and benefits to the City under the terms thereof.

The parties acknowledge and recognize that certain utility services (e.g. sanitary sewer and public water) are not currently furnished to and for the Property and that such services for the Property shall be permitted and provided by owners of the property and through private means, improvements and equipment primarily upon the Property itself. To the extent that such utility services may become available for the use and benefit of the Property, the City agrees to cooperate with and assist the Owners from time to time of the Property in obtaining the availability for and access to such services; provided, however, that such obligation to cooperate and assist shall not obligate or require the City to pay for any expenses or costs in connection with the construction/installation of any such facility, unless otherwise specifically required under this Agreement. Any further subdivision of the property into more than four (4) lots will require connection to public sanitary sewer system. Any new public or private roads constructed on the property must meet City of Peoria requirements. The City agrees that, ~~until owner elects connection to such public utility services,~~ the Property may be served solely by such private means as long as the use, maintenance and equipment therefor are in compliance with applicable laws relating to the health and safety of their operation and the property is not further subdivided

into more than four (4) lots.

4. **Miscellaneous/General.**

A. Existing Uses. Notwithstanding the zoning classifications or other permits and approvals to be established or issued for the Property pursuant to this Agreement and notwithstanding any other provisions herein to the contrary, the present use of the Property shall be permitted to continue.

B. Enabling Actions/Agreement Paramount. The City does hereby expressly represent, warrant and agree that it has taken and/or will take such actions as may be required to enable the City to carry out the covenants, agreements, duties and other obligations created and imposed by the terms and conditions hereof and to enable the Property and each portion thereof to be used and improved for the uses and purposes described and permitted herein and to enable the Property to avail itself of the benefits therefor provided hereunder. The provisions of this Agreement shall control over the provisions of any ordinances, codes or regulations of the City which are in conflict with the provisions of this Agreement. Where an area of improvement or a specific improvement requirement is addressed/included herein with respect to the Property, the City shall not impose additional or more restrictive requirements in connection therewith as a condition of any special use, Site Plan Development Review Board approval or otherwise.

C. Time of the Essence. Time shall be of the essence of each and every covenant and condition contained herein.

D. Less Restrictive Laws. Notwithstanding the other provisions contained herein, if any ordinance, code or regulation of the City is hereafter adopted, amended or interpreted so as to be less restrictive upon the Property or upon the Owners or any of their successors with respect to the use or improvement of the Property than is the case under existing law, then at the option of the then owner(s) of the property affected thereby, such less restrictive adoption, amendment or interpretation shall control.

E. Reasonability/Good Faith. Whenever any approval or consent of the City or any of its departments, officials or employees, is called for under this Agreement, such approval shall not be unreasonably withheld or delayed. In the course of the conduct of the parties hereto with respect to each other in the performance of this Agreement, each party agrees that the actions of such party shall be conducted reasonably, in good faith and with due diligence and best efforts.

F. Succession. This Agreement shall inure to the benefit of and be binding upon the successors of the Owners, and their respective successors, grantees, lessees, and assigns, and upon any successor corporate authorities of the City; and shall constitute a covenant running with the land. If the Property (or any portion thereof) is sold, the grantor shall be deemed to have assigned to the grantee any and all rights and obligations it may have under this Agreement which affect the portion of the Property sold or conveyed; the grantee thereof shall be deemed to have, by its acceptance of the conveyance thereof or such portion thereof, all of the rights and obligations under this Agreement, and thereafter the grantor of such grantee shall have no further obligations under this Agreement as it relates to the Property (or applicable portion thereof) as may have been conveyed.

G. Term of Agreement. This Agreement shall be binding upon the parties and their respective successors and assigns for twenty (20) years, commencing as of the date hereof, and for such further term as may hereafter be authorized by statute and by City ordinance. If any of the terms of this Agreement, or any future annexation or zoning of the Property as permitted and provided herein, is challenged in any court proceeding, then to the extent permitted by law, the period of time during which such litigation is pending shall not be included in calculating said twenty (20) years period. In the event that the Property is not annexed to the City prior to the expiration of the term of this Agreement (e.g. contiguity of the City with the Property is not established within such twenty (20) year period, then any obligations set forth herein with respect to the required annexation of the Property shall not apply, unless otherwise mutually agreed by the parties, the respective rights and obligations of the parties shall apply as though this Agreement were never executed.

H. Severability. If any provisions of this Agreement or any section, sentence, clause, phrase or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder of this Agreement and the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby. If for any reason the annexation or a change of zoning of the Annexing Property as required hereby is ruled invalid, in whole or in part, the Corporate Authorities, as soon as possible, shall take such actions (including the holding of such public hearings and the adoption of such ordinances and resolutions) as may be necessary to give effect to the intent of this Agreement.

I. Mutual Assistance. Each of the parties agrees to mutually assist and cooperate with the other in effectuating the spirit and intent hereof, and in that regard, each party agrees to execute any and all documentation and take any and all actions as may be reasonably appropriate or required in connection therewith.

J. Applicable Law; Venue; Enforcement. 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 this Agreement shall be commenced in the County of Peoria, State of Illinois. This Agreement may be enforced as provided by law and the parties may by civil action, mandamus, injunction or other proceeding, enforce and compel the performance of this Agreement.

K. Counterparts. This Agreement may be executed in counterparts and, in such case, each counterpart shall serve as an original of this Agreement.

L. Notices. Except as otherwise provided herein, all demands, notices or objections permitted or required to be given or served under this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered in person, sent by confirmed telecopy, or deposited in the United States Mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, to the address specified below:

If to the City:

City of Peoria
Attn: City Clerk
419 Fulton Street
Peoria, IL 61602
~~Fax #: 309 / 685-8174~~

With copy to: City of Peoria
Attn: Legal Department
419 Fulton Street
Peoria, IL 61602
~~Fax #: 309 / 494-8559~~

If to Owners: Fenceline Properties, LLC
1301 N. Murpy Rd.
Hanna City, IL 62536

With copy to: Michael J. Honegger, P.C.
P.O. Box 49
Hanna City, IL 61536
Email: services@honeggerlaw.com

M. Use Limitations and Changes; No Third-Party Beneficiary Relationship. The provisions and conditions of this Agreement are intended to inure to and shall be construed solely for the benefit of the City. By the execution of this Agreement, all of the parties expressly declare that they are NOT intending to bestow upon any other person or any third party beneficiary relationship or the ability of any other person to enforce the provisions hereof as the same pertain to the use of any particular portion of the Property, nor are the parties intending to bestow upon any third party that is not a party to this Agreement any rights, benefits or privileges hereunder except as specifically provided herein.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first set forth above.

Signature pages follow.

CITY OF PEORIA,
an Illinois municipal corporation

By:_____

Its _____

STATE OF ILLINOIS)
) SS.
COUNTY OF PEORIA)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that _____ personally known to me to be _____ of **CITY OF PEORIA**, a municipal corporation, appeared before me this day in person and severally acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act as such _____, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and on oath stated that he/she was duly authorized to execute said instrument and that the seal affixed thereto is the seal of said corporation.

GIVEN under my hand and notarial seal this _____ day of _____, A.D. 202__.

Notary Public

FENCELINE PROPERTIES, LLC.

BY: _____
CHAD A. HERMAN,
MEMBER/MANAGER

STATE OF ILLINOIS)
)
COUNTY OF PEORIA)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that CHAD A. HERMAN, personally known to me to be the Authorized Member/Manager of FENCELINE PROPERTIES, LLC, an Illinois Limited Liability Company, and personally known to me to be the same person whose name is subscribed to the forgoing instrument, appeared before me this day in person and acknowledged that as such Member/Manager, he signed and delivered the said instrument pursuant to authority given by said Limited Liability Company, as the free and voluntary act of the Member/ Manager, and as the free and voluntary act and deed of said Limited Liability Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _ day of _____, 202 .

NOTARY PUBLIC

EXHIBIT A

STATE OF ILLINOIS) COUNTY OF STARK)

SURVEYOR'S STATEMENT

We, the Wallace Land Surveying Co., Ltd do hereby state that we have surveyed a part of Section 16, T10N, R8E of the 4th P.M., Peoria County, Illinois.

We further state that the accompanying Plat is a true and correct representation of said Survey as made by us and that this professional service conforms to the current Illinois minimum standards for a boundary survey. All distances are given in feet and decimals of foot and bearings are for the purpose of description only. Distances shown in parentheses are of record. Clear title to any land lying between deed lines and existing possession lines may be in question. No warranty is made or implied as to compliance with 765ILCS-205/1b of the Illinois compiled statutes.

All buildings, surface and subsurface improvements, on and adjacent to the site are not necessarily shown. No attempt has been made, as a part of the boundary survey, to obtain or show data concerning the existence, size, depth, condition, capacity or location of any utilities or municipal/public service facilities. It is not warranted that this plat contains complete information regarding easements, reservations, restrictions, rights-of-ways, building lines and other encumbrances for complete information. An updated title commitment for title insurance should be obtained.

Unless otherwise noted, the boundary for this Survey was based on title information or a title policy provided to us by the Client or their agent, and no title research was done by us for this Survey. No search for neighboring deeds was done unless ordered by the Client.

We further state that a part of this property is located in the Flood Hazard area as identified for the County of Peoria on Community-Panel Number 170533 01125 B, Zone A, effective date: June 1, 1983. Improvements to this parcel may require special approval.

Dated this 29th day of November, 2022.

WALLACE LAND SURVEYING CO., Ltd
Professional Design Firm - #184.005454-0008
Toulon - Illinois

CITY OF PEORIA PLAT OFFICER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF PEORIA)55
CITY OF PEORIA)

I, _____, PLAT APPROVING OFFICER FOR THE CITY OF PEORIA, DO HEREBY APPROVE THE ACCOMPANYING SURVEY PLAT IN ACCORDANCE WITH PROVISIONS OF THE STATE OF ILLINOIS COMPILED STATUTES CHAPTER 765, SECTIONS 205/1 AND 205/2.

DATED THIS ____ DAY OF _____, A.D. ____

CITY OF PEORIA PLAT APPROVING OFFICER

COUNTY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF PEORIA) 55

This plat has been approved by the Peoria County Highway Department with respect to roadway access pursuant to 765 ILCS 205/2 and Section 3.14 ("Subdivision"), 3.15 ("Subdivision Waivers and Appeals"), 3.16 ("Plat Approval"), and Article 8, Subdivisions, of this Chapter 20 of the Peoria County Code. However, a highway permit for access may be required by the property owner. Access will be allowed by the County in accordance with the policy on permits for access driveways to county roadways.

This ____ day of _____, 20 ____.

County Engineer: _____

PLAT OFFICER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF PEORIA) 55

This tract survey is hereby approved in accordance with the provisions of the Plat Act of Illinois (55 ILCS 5/5-1041) and Sections 3.14 ("Subdivision"), 3.15 ("Subdivision Waivers and Appeals"), 3.16 ("Plat Approval"), and Article 8, Subdivisions, of this 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 _____, 20 ____.

Peoria County Plat Officer

OWNER(S) CERTIFICATE
STATE OF _____)
COUNTY OF _____) 55

I/We, _____ Owner(s) of the property shown on the attached plat do hereby certify that we have caused this survey to be made and shown on the attached plat, and acknowledge said survey to be correct to the best of our knowledge. This tract is in the Chillicothe IVC #321.

Dated this ____ day of _____, 20 ____.

Owner(s): _____

NOTARY PUBLIC CERTIFICATE
STATE OF _____)
COUNTY OF _____) 55

Subscribed and sworn to before me this ____ day of _____, 20 ____.

Notary Public - _____

PEORIA COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF PEORIA) 55

I hereby certify that I find no delinquent taxes, unpaid current taxes, delinquent special assessments or unpaid current special assessments against any of the real estate embraced on the attached plat of survey and description.

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

Peoria County Clerk Deputy County Clerk

GENERAL NOTES:

- Field Work Completed: Nov. 2022.
- Iron rods have only been set at locations instructed by client.
- It is not warranted that this plat contains complete information regarding easements, reservations, restrictions, rights-of-ways, building lines and other encumbrances for complete information. An updated title commitment for title insurance should be obtained.
- These properties include P.I.N. (09-16-300-004) & (09-16-400-001)
- NOTICE TO THE PUBLIC: The creation of long private driveways may result in increased response time or inaccessibility by emergency service vehicles.
- On 11-29-22 PIN 09-16-300-004 is known to be zoned R-R, and PIN 09-16-400-001 is known to be zoned A-2.
- Tract survey does not provide for, nor imply, assurance of the compatibility for future construction utilizing a private sewage disposal system. A permit shall be obtained from the Peoria City/County Health Department prior to start of construction.
- There is no public water provider to this parcel. Development of the parcel requires a well permit from the Peoria City/County Health Department before the start of construction. It is planned to use the existing well for water.

Wallace Land Surveying Co., Ltd
PO Box 42
Toulon, Illinois 61483
Illinois Design Firm #184.005454-0008
Office: 309-286-7333
E-mail: wallaceenr@gmail.com

CLIENT: Chad Herman
Herman Bros. Properties, LLC
DATE: 10-29-22
JOB: 22095-003

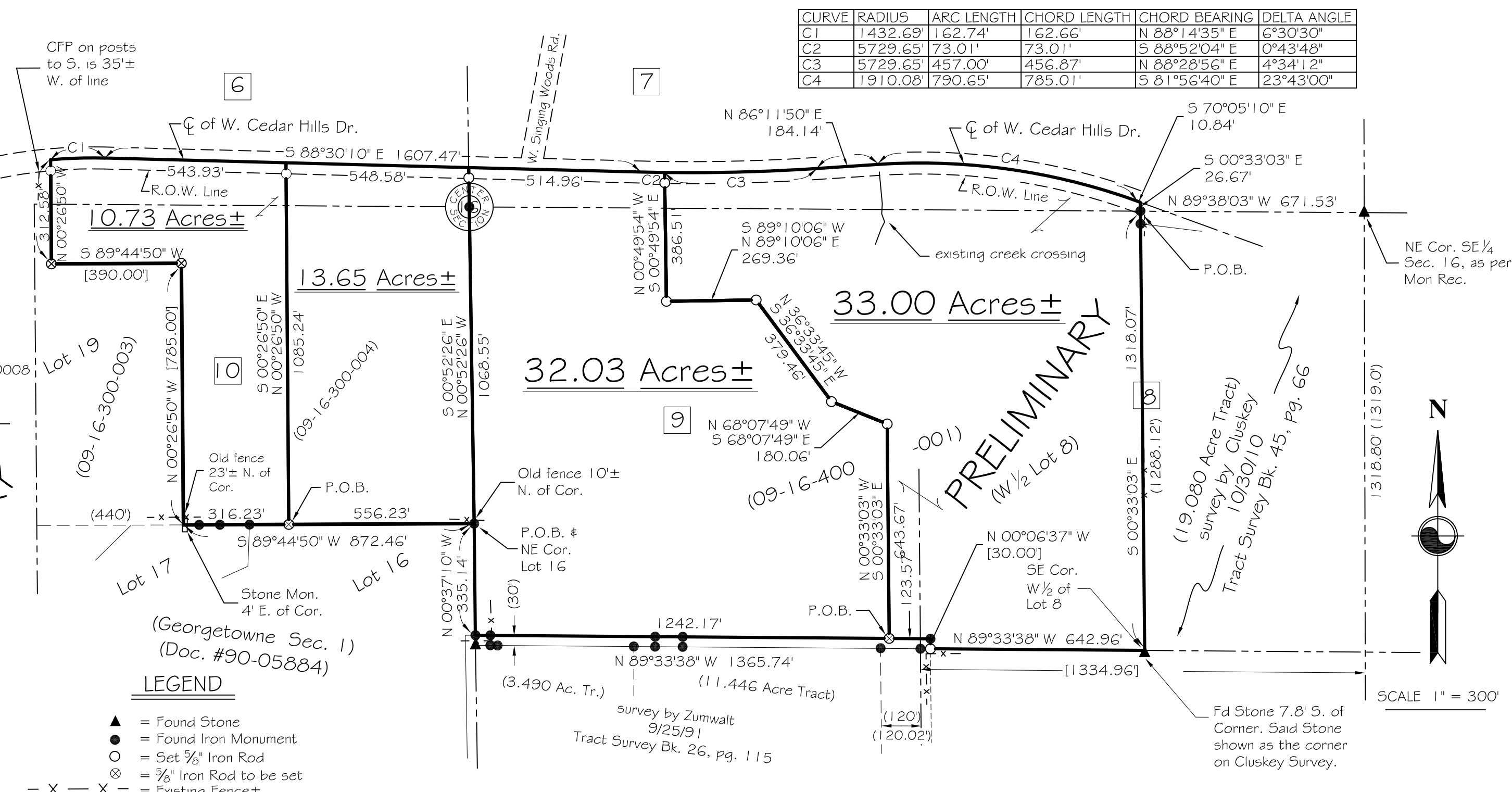
Prepared for:
Chad Herman
Herman Bros. Properties, LLC
25369 N. Goose Ranch Road
Canton, IL 61520

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1432.69'	162.74'	162.66'	N 88°14'35" E	6°30'30"
C2	5729.65'	73.01'	73.01'	S 88°52'04" E	0°43'48"
C3	5729.65'	457.00'	456.87'	N 88°28'56" E	4°34'12"
C4	1910.08'	790.65'	785.01'	S 81°56'40" E	23°43'00"

PRELIMINARY

PRELIMINARY

- ### LEGEND
- ▲ = Found Stone
 - = Found Iron Monument
 - = Set 3/8" Iron Rod
 - ⊗ = 3/8" Iron Rod to be set
 - X - = Existing Fence ±
 - CFP = Corner Fence Post
 - = Boundary line
 - - - = Section line
 - ⑨ = School Commissioner Lots



DESCRIPTION FOR 10.73 ACRE TRACT

A part of Lots 6 and 10 in School Commissioner's Subdivision in Section 16, T10N, R8E of the 4th P.M., Peoria County, Illinois. More particularly bounded and described as follows and bearings are for the purpose of description only:-- Commencing at an iron rod at the Northeast corner of Lot 16 in Georgetowne Sub Section 1; Thence S 89°44'50" W, along the North line of said Lot 16, a distance of 556.23 feet to an iron rod at the Place of Beginning for the tract to be described; Thence continuing S 89°44'50" W, along said North line and continuing along the North line of Lot 17 in said Subdivision, a distance of 316.23 feet to a point 440 feet East of the West line of said School Lot 10; Thence N 00°26'50" W, 440 feet East of and parallel with said West line, a distance of 785.00 feet to an iron rod; Thence S 89°44'50" W, a distance of 390.00 feet to an iron rod; Thence N 00°26'50" W, a distance of 312.58 feet to the centerline of Cedar Hills Drive; Thence East, with a curve turning to the right with an arc length of 162.74 feet, with a radius of 1432.69 feet, with a chord bearing of N 88°14'35" E, with a chord length of 162.66 feet; Thence S 88°30'10" E, a distance of 543.93 feet; Thence S 00°26'50" E, a distance of 1085.24 feet to the Place of Beginning and containing 10.73 acres, more or less. Subject to the right-of-way of the Public Road along the North side of the above described tract and also subject to all easements of record.

DESCRIPTION FOR 13.65 ACRE TRACT

A part of Lots 6 and 10 in School Commissioner's Subdivision in Section 16, T10N, R8E of the 4th P.M., Peoria County, Illinois. More particularly bounded and described as follows and bearings are for the purpose of description only:-- Beginning at an iron rod the Northeast corner of Lot 16 in Georgetowne Sub Section 1; Thence S 89°44'50" W, along the North line of said Lot 16, a distance of 556.23 feet to an iron rod; Thence N 00°26'50" W, a distance of 1085.24 feet to the centerline of Cedar Hills Drive; Thence S 88°30'10" E, along said North line and continuing along the North line of the East line of the W/2 of said Section 16; Thence S 00°52'26" E, along said East line, a distance of 1068.55 feet to the Place of Beginning and containing 13.65 acres, more or less. Subject to the right-of-way of the Public Road along the North side of the above described tract and also subject to all easements of record.

DESCRIPTION FOR 32.03 ACRE TRACT

A part of Lots 7 and 9 in School Commissioner's Subdivision in Section 16, T10N, R8E of the 4th P.M., Peoria County, Illinois. More particularly bounded and described as follows and bearings are for the purpose of description only:-- Commencing at a stone at the Northeast Corner of the SE1/4 of said Section 16; Thence N 89°38'03" W, along the North line of said SE1/4, a distance of 671.53 feet to an iron rod on the Northerly extension of the West line of a 19.080 acre survey; Thence S 00°33'03" E, along said extension and continuing along the West line of said 19.080 acre tract, a distance of 1318.07 feet to the South line of said Lot 8; Thence N 89°33'38" W, along said South line, a distance of 642.96 feet; Thence N 00°06'37" W, a distance of 30.00 feet to an iron rod; Thence N 89°33'38" W, 30 feet North of and parallel with the South line of said Lot 8 and said Lot 9, a distance of 123.57 feet to an iron rod and the Place of Beginning for the tract to be described; Thence continuing N 89°33'38" W, along said South line, a distance of 1242.17 feet to an iron rod on the West line of said Lot 9; Thence N 00°37'10" W, along said West line, a distance of 335.14 feet to an iron rod at the Northeast corner of Lot 16 in Georgetowne Sub Section 1; Thence N 00°52'26" W, along the West line of the E1/2 of said Section 16, a distance of 1068.55 feet to the centerline of Cedar Hills Drive; Thence S 88°30'10" E, a distance of 514.96 feet; Thence East with a curve turning to the left with an arc length of 73.01 feet, with a radius of 5729.65 feet, with a chord bearing of N 88°52'04" E, with a chord length of 73.01 feet; Thence S 00°49'54" E, a distance of 386.51 feet to an iron rod; Thence N 89°10'06" E, a distance of 269.36 feet to an iron rod; Thence S 36°33'45" E, a distance of 379.46 feet to an iron rod; Thence S 68°07'49" E, a distance of 180.06 feet to an iron rod; Thence S 00°33'03" E, a distance of 643.67 feet to the Place of Beginning and containing 32.03 acres, more or less. Subject to the right-of-way of the Public Road along the North side of the above described tract and also subject to all easements of record.

DESCRIPTION FOR 33.00 ACRE TRACT

A part of Lots 1, 7, 8 and 9 in School Commissioner's Subdivision in Section 16, T10N, R8E of the 4th P.M., Peoria County, Illinois. More particularly bounded and described as follows and bearings are for the purpose of description only:-- Commencing at a stone at the Northeast Corner of the SE1/4 of said Section 16; Thence N 89°38'03" W, along the North line of said SE1/4, a distance of 671.53 feet to an iron rod on the Northerly extension of the West line of a 19.080 acre survey and the Place of Beginning for the tract to be described; Thence S 00°33'03" E, along said extension and continuing along the West line of said 19.080 acre tract, a distance of 1318.07 feet to the South line of said Lot 8; Thence N 89°33'38" W, along said South line, a distance of 642.96 feet; Thence N 00°06'37" W, a distance of 30.00 feet to an iron rod; Thence N 89°33'38" W, 30 feet North of and parallel with the South line of said Lot 8 and said Lot 9, a distance of 123.57 feet to an iron rod; Thence N 00°33'03" W, a distance of 643.67 feet to an iron rod; Thence N 68°07'49" W, a distance of 180.06 feet to an iron rod; Thence N 36°33'45" W, a distance of 379.46 feet to an iron rod; Thence S 89°10'06" E, a distance of 269.36 feet to an iron rod; Thence S 00°49'54" W, a distance of 386.51 feet to the center of Cedar Hills Drive; Thence East with a curve turning to the left with an arc length of 457.00 feet, with a radius of 5729.65 feet, with a chord bearing of N 88°28'56" E, with a chord length of 456.87 feet; Thence N 86°11'50" E, a distance of 184.14 feet; Thence with a curve turning to the right with an arc length of 790.65 feet, with a radius of 1910.08 feet, with a chord bearing of N 81°56'40" E, with a chord length of 785.01 feet; Thence S 70°05'10" E, a distance of 10.84 feet; Thence S 00°33'03" E, a distance of 26.67 feet to the Place of Beginning and containing 33.00 acres, more or less. Subject to the right-of-way of the Public Road along the North side of the above described tract and also subject to all easements of record.

EXHIBIT A