



PLANNING & ZONING COMMISSION

TO: City of Peoria Planning & Zoning Commission
FROM: Development Review Board (Prepared by Leah Allison)
DATE: August 1, 2019
CASE NO: PZ 19-21

REQUEST: Hold a Public Hearing and forward a recommendation to City Council on the request of Srinivas Jujjavarapu and Wiebler Family L.P. for approval of the First Amendment to Consolidated Initial and Amended/Restated Annexation Agreement for the extension of the Acquisition Contingency for the property generally located west of IL Route 91, North of Parcel Identification No. 08-35-300-008, east of Orange Prairie Road, and south of Parcel Identification No. 08-35-300-027. The property is identified as Parcel Identification Nos. 08-35-300-030 and 08-35-300-023, Peoria IL (Council District 5)

SUMMARY OF PROPOSAL

The petitioner is requesting to extend the acquisition contingency date from June 30, 2019 to June 30, 2020.

No other changes to the annexation agreement are proposed.

BACKGROUND

Property Characteristics

The property of PIN 08-35-300-030 contains 33.8 acres of undeveloped land, zoned Class R-6 Multi-Family residential. The property of PIN 08-35-300-023 contains 7.4 acres. This property is developed with a barn and zoned currently zoned agricultural with the county. The properties are surrounded by agricultural zoning to the north, south, and west, and N1 Institutional zoning to the east.

History

In 2013, PIN 08-35-300-030 was annexed to the City of Peoria along with an annexation agreement. The property was zoned R-6 (Multi-Family Residential) at the time of annexation. In January of 2019, the First Amendment to Consolidated Initial and Amended/Restated Annexation Agreement was approved to annex PIN 08-35-300-023 and consolidate with the previously approved annexation agreement.

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 |

| Standard | Standard Met per DRB Review | DRB Condition Request & Justification |
|--|---|---------------------------------------|
| City Council Strategic Plan Goals | Smart Population Growth | N/A |
| Comprehensive Plan Future Land Use Designation | The Future Land Use Designation is Low Density Residential. | |

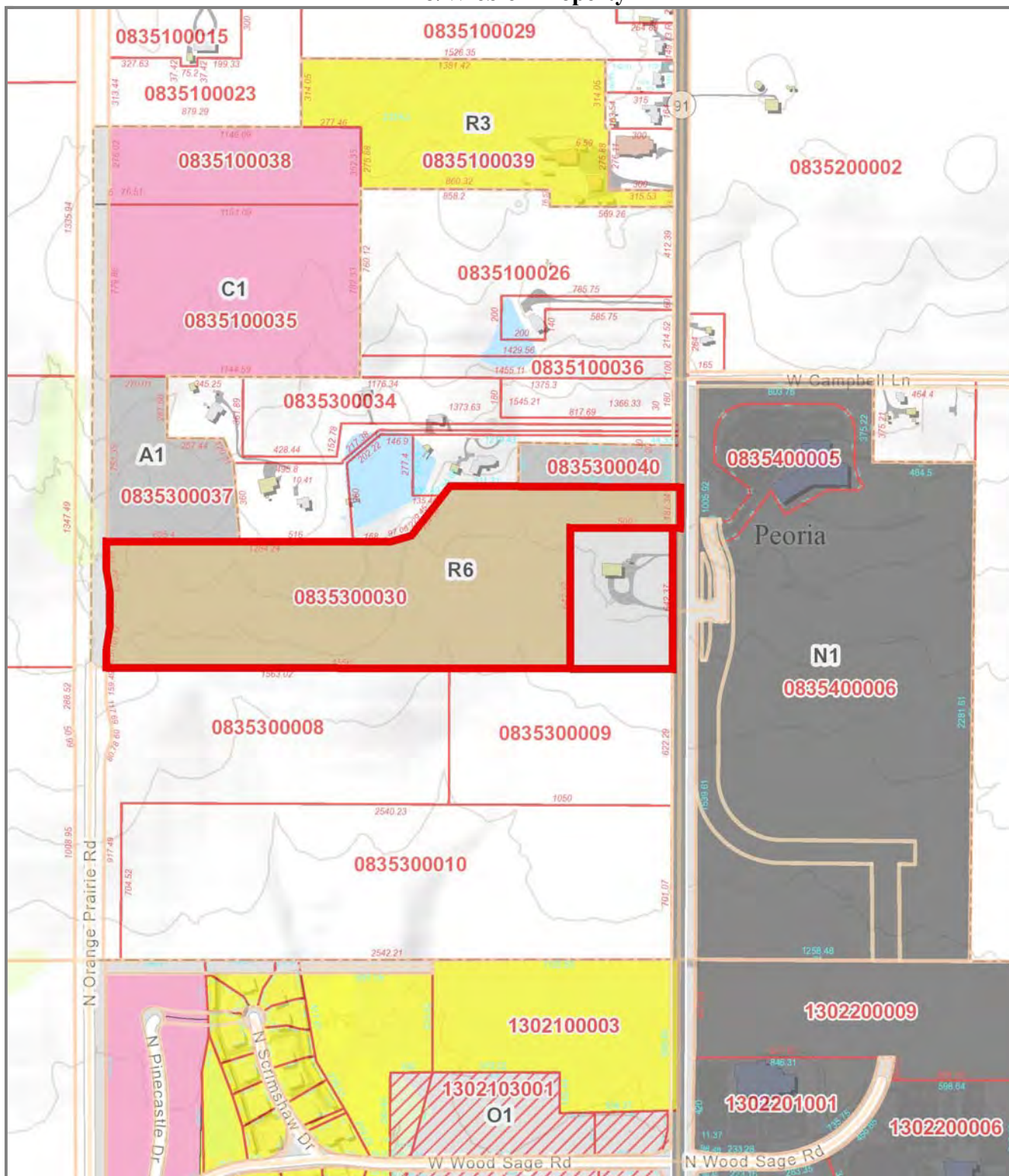
DEVELOPMENT REVIEW BOARD RECOMMENDATION

The Development Review Board recommends approval of the request.

ATTACHMENTS

1. Surrounding Zoning
2. Aerial Photo
3. Proposed amendment to annexation agreement
4. Approved Annexation Agreement

Dr J/Wiebler Property



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 = 667 feet
 7/2/2019



Dr J/Wiebler Property



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Map Scale
1 inch = 667 feet
 7/2/2019



**FIRST AMENDMENT TO
CONSOLIDATED INITIAL AND
AMENDED/RESTATED
ANNEXATION AGREEMENT - -
Peoria County**

**THIS DOCUMENT PREPARED BY
and
AFTER RECORDING MAIL TO:**

**CHRISTOPHER D. OSWALD
MILLER, HALL & TRIGGS. LLC
416 Main Street, Suite 1125
Peoria, Illinois 61602-1161**

**FIRST AMENDMENT TO CONSOLIDATED INITIAL AND
AMENDED/RESTATED ANNEXATION AGREEMENT**

THIS FIRST AMENDMENT TO CONSOLIDATED INITIAL AND AMENDED/RESTATED ANNEXATION AGREEMENT (hereinafter this “First Amendment”) is made and entered into as of the _____ day of _____, 20____, by and among the **CITY OF PEORIA, an Illinois municipal corporation**, located in Peoria County, State of Illinois (“City”), by and through its Mayor and the Members of its City Council (hereinafter sometimes referred to collectively as the “Corporate Authorities”); and **Srinivas Jujjavarapu, Trustee under the provisions of the SJ Trust Agreement (“SJ Trust”); and Wiebler Family Limited Partnership, an Illinois limited partnership (“Wiebler”).;**

W I T N E S S E T H :

WHEREAS, the City and other third parties, entered into an Annexation Agreement dated June 20, 2014 as amended and restated by the Consolidated Initial and Amended/Restated Annexation dated January 22, 2019 Agreement (hereinafter collectively the “Annexation Agreement”);

WHEREAS, the pursuant to the Annexation Agreement, the City and other third parties provided for the annexation of certain property described and referenced in the Annexation Agreement;

WHEREAS, the undersigned parties are still the owners of the property which is the subject of the Annexation Agreement and are qualified to enter this First Amendment; and

WHEREAS, the City, SJ Trust, and Wiebler desire to amend the Annexation Agreement so as to extend the Exchange Contingency Date from June 30, 2019 to June 30, 2020;

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

1. **Amended Exchange Contingency Deadline.** Section 3 of the Consolidated Initial and Amended/Restated Annexation is revised to read as follows:

Exchange Contingency. The annexation of the Wiebler Parcel and the effectuation of any and all of the provisions of this Agreement are expressly conditioned upon the completion of the conveyances by Wiebler and SJ Trust, pursuant to the Exchange Agreement. Wiebler and SJ Trust agree that each of them shall (to the extent the parties may have not already done so) proceed with due diligence and in good faith to make the conveyances to provide therefor pursuant to the terms of such Exchange Agreement. Such conveyances shall be evidenced by each of Wiebler and SJ Trust, recording (with the office of the Peoria County Recorder) appropriate documentation of such conveyances, and this Agreement is expressly conditioned (for its operative effect) upon the completion thereof. Upon such conveyances (to the extent they have not heretofore been completed) Wiebler and SJ Trust shall exercise best efforts to notify the City of same, but such notification shall not be required for, or a condition of, the effectiveness of this Agreement. If, on the other hand, Wiebler and SJ Trust fail to complete such conveyances or before June 30, 2020, the City shall not annex the Wiebler Parcel and this Agreement shall be null and void; and the relationships, rights and obligations of the parties shall be the same as if this Agreement had never been executed (unless such foregoing date is extended in writing by the parties hereto). In the event that Wiebler and SJ Trust fail to complete such conveyances, Wiebler and/or SJ Trust shall prepare and file an affidavit with the Office of the Peoria County Recorder disclosing and confirming same.

2. **Other Provisions.**

A. **Use of Terms.** Capitalized terms as may be set forth in this First Amendment shall, unless otherwise specifically provided, have the same meanings and constructions for purposes of this First Amendment as otherwise are set forth and provided in above referenced Annexation Agreement and First Amendment.

B. **Continuing Force and Effect of Previous Annexation Agreement As Amended.** Except as otherwise set forth and modified by this First Amendment, or except where the terms of this First Amendment are inconsistent with the previous Annexation Agreement and First Amendment (in which case the terms and provisions hereunder shall prevail), all of the terms and provisions of the Annexation Agreement shall continue in full force and effect and are expressly ratified, republished and incorporated herein by this reference.

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

(Remainder of Page Has Been Left Intentionally Blank)

City:

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 the _____ of **CITY OF PEORIA**, a municipal corporation, appeared before me this day in person and severally acknowledged that _____ signed, sealed and delivered the said instrument as _____ 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 _____ 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 _____, 2019.

Notary Public

Wiebler:

**Wiebler Family Limited Partnership,
An Illinois Limited Partnership**

By: _____

For: _____

Its General Partner

STATE OF ILLINOIS)
) SS.
COUNTY _____)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that, _____ personally known to me to be the _____ of _____ the general partner of the Wiebler Family Limited Partnership, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, and for the uses and purposes therein set forth; and on his oath stated that he was duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this _____ day of _____, 2019.

Notary Public

RESOLUTION NO.

RESOLUTION NO. 19-022-A

CITY OF PEORIA.

Peoria, Illinois January 22 2019

A RESOLUTION APPROVING THE ANNEXATION AGREEMENT FOR PROPERTY IDENTIFIED AS PARCEL IDENTIFICATION NUMBER 08-35-300-023 WITH AN ADDRESS OF 9505 N IL ROUTE 91, AND PARCEL IDENTIFICATION NUMBER 08-35-300-030, WITH AN ADDRESS OF N ORANGE PRAIRIE ROAD, PEORIA, IL

Resolved

WHEREAS, Wiebler Family Limited Partnership and Srinivas Jujjavarapu, owners of certain real estate located near and in the corporate limits of the City of Peoria, are 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 January 22, 2019, 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:

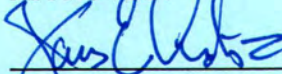
Section 1. That the Mayor is hereby authorized to execute the Annexation Agreement attached hereto as "Attachment A" with the petitioner, and the City Clerk is hereby authorized to attest said agreement subject to the following conditions:

- 1) Amend Pages 7 and 8, Paragraph 4. B to delete hotels/motels, auto dealerships (with vehicle sales and service) and car washes as permitted uses for the entire subject properties. Such uses shall be special uses per the Unified Development Code.
- 2) Delete Paragraph R as no waiver of the storm water utility fee shall be granted.

Section 2. This resolution shall be effective upon passage and approval according to law.

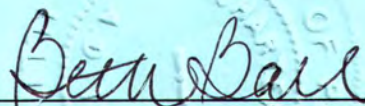
PASSED BY THE CITY COUNCIL OF THE CITY OF PEORIA, ILLINOIS, THIS 22nd DAY OF January 2019.

APPROVED:



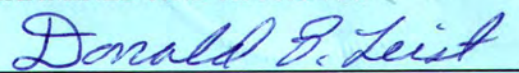
Mayor

ATTEST:



City Clerk

EXAMINED AND APPROVED



Corporation Counsel

FILED

MAR 21 2019

R. STEVE SONNEMAKER
PEORIA COUNTY CLERK

**Consolidated Initial and Amended/Restated Annexation Agreement
Peoria County**

FILED

MAR 21 2019

R. STEVE SONNEMAKER
PEORIA COUNTY CLERK

THIS DOCUMENT PREPARED BY
AND AFTER RECORDING
RETURN TO:

ROBERT C. HALL
MILLER, HALL & TRIGGS, LLC
416 Main Street, Suite 1125
Peoria, Illinois 61602

CONSOLIDATED INITIAL AND AMENDED/RESTATED ANNEXATION AGREEMENT

THIS CONSOLIDATED INITIAL AND AMENDED/RESTATED ANNEXATION AGREEMENT (this "Agreement") is made and entered into as of the 22nd day of January, 2019, by and among the City of Peoria, an Illinois municipal corporation, located in Peoria County, State of Illinois ("City"), by and through its Mayor and the Members of its City Council (hereinafter referred to collectively as the "Corporate Authorities"); Srinivas Jujjavarapu, Trustee under the provisions of the SJ Trust Agreement ("SJ Trust"); and Wiebler Family Limited Partnership, an Illinois limited partnership ("Wiebler").

WITNESSETH

WHEREAS, Wiebler is the owner in fee simple of the following described real estate (the "Wiebler Parcel"), to-wit:

A PART OF THE SOUTHWEST ¼ OF SECTION THIRTY-FIVE (35) OF RADNOR TOWNSHIP, TOWNSHIP TEN (10) NORTH, RANGE SEVEN (7) EAST OF THE FOURTH PRINCIPAL MERIDIAN, PEORIA COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST ¼ OF SAID SECTION 35, THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, (BEARING ASSUMED FOR PURPOSE OF DESCRIPTION ONLY), ALONG THE EAST LINE OF THE SOUTHWEST ¼ OF SAID SECTION 35, 680.99 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED: FROM THE POINT OF BEGINNING, THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG SAID EAST LINE, 642.37 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 48 SECONDS WEST, 500.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 642.37 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 48 SECONDS EAST, 500.00 FEET TO THE POINT OF BEGINNING, SITUATED IN THE COUNTY OF PEORIA AND STATE OF ILLINOIS.

PIN: 08-35-300-023

WHEREAS, SJ Trust is the owner in fee simple of the following described real estate (the "SJ Trust Parcel"), to-wit:

A PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION THIRTY-FIVE (35), TOWNSHIP TEN (10) NORTH, RANGE SEVEN (7) EAST OF THE FOURTH PRINCIPAL MERIDIAN, CITY OF PEORIA, PEORIA COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE SOUTH 00°-11'-52" WEST (BEARING BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, ILLINOIS WEST, ZONE 1202), ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, 493.65 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED: FROM THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 00°-11'-52" WEST, ALONG SAID EAST LINE, 187.34 FEET; THENCE NORTH 89°-40'-56" WEST, 500.00 FEET; THENCE SOUTH 00°-11'-52" WEST, 642.37 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE NORTH 89°-40'-56" WEST, ALONG SAID SOUTH LINE, 2,106.00 FEET TO THE EAST RIGHT OF WAY LINE OF ORANGE PRAIRIE ROAD AS DESCRIBED IN A TRUSTEE'S DEED RECORDED AS DOCUMENT NUMBER 2013001082 IN THE PEORIA COUNTY RECORDER'S OFFICE; (THE FOLLOWING FIVE COURSES ARE ALONG SAID EAST RIGHT OF WAY LINE) THENCE NORTH 00°-10'-22" EAST, 90.51 FEET; THENCE NORTH 08°-42'-13" EAST, 101.12 FEET; THENCE NORTH 00°-10'-22" EAST, 150.00 FEET; THENCE NORTH 08°-21'-29" WEST,

101.12 FEET; THENCE NORTH 00°-10'-22" EAST, 135.00 FEET; THENCE SOUTH 89°-40'-56" EAST, 1284.24 FEET; THENCE NORTH 69°-01'-03" EAST, 97.06 FEET; THENCE NORTH 39°-54'-34" EAST, 284.06 FEET; THENCE SOUTH 89°-40'-56" EAST, 1,050.00 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 33.741 ACRES, MORE OR LESS, OF WHICH 0.142 ACRES LIES WITHIN THE PUBLIC ROAD RIGHT OF WAY OF ILLINOIS ROUTE 91.

PINs: 08-35-300-030

f/k/a: 08-35-300-029
 08-35-300-020
 08-35-300-006
 08-35-300-022

WHEREAS, the Wiebler Parcel and the SJ Trust Parcel (sometimes hereinafter collectively referred to as the "Parcels") are contiguous with each other, with the Wiebler Parcel having frontage along Illinois State Route 91;

WHEREAS, Wiebler and SJ Trust have entered into a Real Estate Exchange Agreement ("Exchange Agreement") to provide for exchanges of portions of each of the foregoing Parcels between Wiebler and SJ Trust so as to provide for a better and integrated plan for the future development of the Parcels;

WHEREAS, the implementation of such a plan is anticipated to involve various components and procedures as hereinafter described, to-wit: (i) the annexing of the Wiebler Parcel to the City; and (ii) the amendment and restatement of a previous annexation agreement dated June 20, 2014, entered into by and between SJ Trust and the City (the "SJ Trust Previous Annexation Agreement"); and (iii) the creation of a new real estate subdivision (to be known as Bhavani Subdivision) to effectuate the intended respective new ownerships of various parts of the Parcels after the concluding and closing of the land exchanges as provided in the Exchange Agreement, with such lots (the "Lots") of said Bhavani Subdivision as shall be ultimately respectively owned by SJ Trust and Wiebler as later described, subject to the provisions of this Agreement;

WHEREAS, in connection with the above referenced anticipated annexation of the Wiebler Parcel to the City: (i) the Wiebler Parcel is presently contiguous to the City; (ii) subject to the conditions herein set forth, Wiebler, desires to have the Wiebler Parcel annexed to the City; (iii) the City and its Corporate Authorities, after due and careful consideration, have concluded that the annexation of the Wiebler Parcel to the City upon the terms and conditions herein set forth would further the growth of the City, enable the City to better control development of the area, increase the taxable value of property within the City, extend the corporate limits and jurisdiction of the City, permit the sound planning and development of the

City, enhance the quality of life of the residents of the City, and promote other business and opportunities for the citizens of the City; (iv) pursuant to the provisions of 65 ILCS 5/11-15.1-1, et. seq., this Agreement was submitted to the Corporate Authorities and a public hearing was held thereon pursuant to notice as provided by law; (v) all notices required by law have been sent by the City to, and received by, all entities to whom notices may be required by law to be given for the annexation of the Wiebler Parcel; (vi) there are no electors residing upon the Wiebler Parcel; (vii) the City has determined that this Agreement is consistent with, and not in violation of, any other agreement to which the City is a party so as to negate or impair the annexation of the Wiebler Parcel to the City; (viii) the City after due deliberation, has by resolution duly adopted and approved entering into this Agreement for the purposes of annexing the Wiebler Parcel and the other purposes herein set forth; (ix) Wiebler has filed a Petition for Annexation (the "Petition") for annexing the Wiebler Parcel, such Petition being subject to approval and execution of this Agreement by the City and the other parties hereto and also being subject to other terms and conditions as are otherwise additionally set forth herein; and (x) the City is willing, and desires, to facilitate the development of the Wiebler Parcel and the other Parcels consistent with the terms hereof;

WHEREAS, the SJ Trust has heretofore entered into the SJ Trust Previous Annexation Agreement dated June 20, 2014, and by this Agreement desires to amend and restate the SJ Trust Previous Annexation Agreement, and in that context: (i) the City acknowledges and recognizes that the changes to the previously intended development of the SJ Trust Parcel will better serve the safety, welfare and benefit of the citizens of the City and better promote future development and business opportunities within the area of the Parcels (all of which, among other things, provide consideration and inducement for the City to enter into this Agreement); (ii) consistent with the foregoing, the parties hereto desire to (among other things) better and more specifically provide for the development of the Parcels under this Agreement; (iii) this Agreement (as it would amend and restate the SJ Trust Previous Annexation Agreement heretofore entered into and affecting the SJ Trust Parcel) was submitted to the Corporate Authorities and a public hearing was held thereon pursuant to notice as provided by law; (iv) all notices required by law have been sent by the City to, and received by, all entities to whom notices may be required by law to be given in connection with the foregoing; (v) the City has determined that this Agreement as it amends and restates the SJ Trust Previous Annexation Agreement affecting the SJ Trust Parcel is consistent with, and not in violation of, any other agreement to which the City is a party; (vi) the City, after due deliberation, has by resolution duly adopted and approved entering into this Agreement as an amendment and restatement to the SJ Trust Previous Annexation Agreement affecting the SJ Trust Parcel; and (vii) the City is willing, and desires, to facilitate the development of the SJ Trust Parcel consistent with the terms of this Agreement as it amends and restates the SJ Trust Previous Annexation Agreement;

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

1. Wiebler Parcel Annexation --- Authoritative Law; Enactment of Resolutions/Ordinances.

This Agreement, as it pertains to the annexation to the City of the Wiebler Parcel, is made pursuant to the provisions of 65 ILCS 5/11-15.1-1, et seq.; and the Wiebler Parcel as described above shall be annexed to the City: i) pursuant to the Petition of Wiebler; ii) pursuant to the procedure for annexation as set forth in 65 ILCS 5/11-15.1-1, et seq.; iii) and pursuant to the terms of this Agreement. The Corporate Authorities upon execution of this Agreement by the parties shall, unless previously so provided, enact (without further hearing) ordinances annexing the Wiebler Parcel to the City, subject to and consistent with this Agreement.

2. Bhavani Subdivision Plat.

The parties acknowledge and recognize that the Wiebler Parcel (given its annexation to the City) and the SJ Trust Parcel will hereinafter be owned by and developed consistent with the final subdivision plat of Bhavani Subdivision (the "Subdivision") as depicted upon Exhibit A attached hereto. In connection therewith, the City acknowledges and confirms that appropriate application, documentation, and procedures have heretofore been filed and pursued with the City (including without limitation the conducting of a public hearing thereupon held pursuant to notice as provided by law). Given the foregoing, the City has determined that all prerequisite conditions and requirements for the creation and implementation of the Subdivision have been met, and the Subdivision and the final plat thereof are hereby recognized and confirmed as approved. The Corporate Authorities upon execution of this Agreement by the parties shall, unless previously so provided, enact (without further hearing) ordinances approving the final plat of the Subdivision and proceed with the parties to provide, at the cost and expense of SJ Trust, for the appropriate filing thereof with the office of the Peoria County Recorder. As part of the foregoing objectives (and as a result thereof) Wiebler and SJ Trust will, pursuant to the above referenced Exchange Agreement execute and deliver documents of conveyance such that the ownership of the depicted Lots in the Subdivision shall be as follows:

| | |
|----------|----------|
| Lot 1 | Wiebler |
| Lot 2 | SJ Trust |
| Lot 3 | SJ Trust |
| Lot 4 | SJ Trust |
| Lot 5 | SJ Trust |
| Lot 6 | Wiebler |
| Outlot A | SJ Trust |

For purposes hereof, the Outlot shall be considered a Lot where, in the context of this Agreement reference is, at times, made to a Lot or Lots.

3. **Exchange Contingency.** The annexation of the Wiebler Parcel and the effectuation of any and all of the provisions of this Agreement are expressly conditioned upon the completion of the conveyances by Wiebler and SJ Trust, pursuant to the Exchange Agreement. Wiebler and SJ Trust agree that each of them shall (to the extent the parties may have not already done so) proceed with due diligence and in good faith to make the conveyances to provide therefor pursuant to the terms of such Exchange Agreement. Such conveyances shall be evidenced by each of Wiebler and SJ Trust, recording (with the office of the Peoria County Recorder) appropriate documentation of such conveyances, and this Agreement is expressly conditioned (for its operative effect) upon the completion thereof. Upon such conveyances (to the extent they have not heretofore been completed) Wiebler and SJ Trust shall exercise best efforts to notify the City of same, but such notification shall not be required for, or a condition of, the effectiveness of this Agreement. If, on the other hand, Wiebler and SJ Trust fail to complete such conveyances or before June 30, 2019, the City shall not annex the Wiebler Parcel and this Agreement shall be null and void; and the relationships, rights and obligations of the parties shall be the same as if this Agreement had never been executed (unless such foregoing date is extended in writing by the parties hereto). In the event that Wiebler and SJ Trust fail to complete such conveyances, Wiebler and/or SJ Trust shall prepare and file an affidavit with the Office of the Peoria County Recorder disclosing and confirming same.

4. **Zoning / Development of Parcels / Lots.**

A. Applicable Ordinances / Regulations; Commencement / Completion of Development. Wiebler upon acquisition of it is respective Lots of the Subdivision (being Lots 1 and 6), may (to the extent any development may be contemplated for its said respective Lots), proceed with such development in a manner and in accordance with the terms and conditions of the zoning and subdivision ordinances of the City and the other ordinances and regulations of the City (as the same are in effect on the date of the execution of this Agreement, and as the same may be modified pursuant to the terms of this Agreement). With respect to the latter, the City agrees that no amendment to the City's ordinances or regulations as may hereafter be enacted by the City shall be applied to be more restrictive to any of the Lots of the Subdivision or to the respective owner's ability to develop them in accordance with the terms hereof. Nothing contained herein, however, shall be construed to require or obligate Wiebler to commence and complete any such development (it being intended that any development shall be when and as determined in the discretion of Wiebler). With respect to Lots 2, 3, 4, 5, and the Outlot A of the Subdivision, the parties acknowledge that, upon the original annexation of the SJ Trust Parcel to the City, the zoning, the use, and the development thereof was a part of, and subject to the burdens and benefits of, the SJ Trust Previous Annexation Agreement dated June 20, 2014, by and between SJ Trust and the City. By and with this Agreement, there is no intent hereunder to modify or limit the rights and abilities regarding the development of such Lots of the Subdivision as set forth and provided in such SJ Trust Previous Annexation Agreement other than to recognize and confirm that, because of the integration of the Wiebler Parcel into the development plans for the area, the general layout and configuration for such Lots 2, 3, 4, and 5 and the Outlot shall now be substantially as set forth on the Development Exhibit attached hereto as Exhibit B (in place of the Development Exhibit previously attached to the SJ Trust Previous Annexation Agreement). In this context, the parties confirm that SJ Trust may, to the extent any development may be contemplated for these respective Lots, proceed with

such development in a manner and in accordance with the terms and conditions of the zoning and subdivision ordinances of the City and other ordinances and regulations of the City (as were in effect on the date of the execution of said the SJ Trust Previous Annexation Agreement, as the same may be specifically modified pursuant to the terms of this Agreement). Further, and consistent with the foregoing, it is acknowledged and confirmed that the said SJ Trust Previous Annexation Agreement remains applicable to the development of Lots 2, 3, 4, 5, and the Outlot as it would have previously been applicable to the SJ Parcel, and such SJ Trust Previous Annexation Agreement is (as to such Lots and the Outlot) incorporated herein by this reference and is hereby restated (but amended where the terms of this Agreement supplement, or are otherwise inconsistent with, the terms of such SJ Trust Previous Annexation Agreement).

In connection with the development of any Lot of the Subdivision, to the extent that such development may require, as determined by counsel for the City, an amendment to this Agreement, then the amendment of this Agreement may be made solely by the City and the owner of the Lot upon which the development is to occur (without the need for any approval or other action on the part of an owner of any other Lot of the Subdivision).

B. Zoning / Use / Development of Lots. Upon the effectuation of the conveyances of the respective Lots as above described, the City agrees that the zoning classifications of Lots 1 and 6 of the Subdivision shall be C-1; ~~provided, however, that, in addition to those uses permitted within a C-1 classification, the following uses shall also be a permitted use thereupon:~~

~~Hotel/motel~~

~~Automobile dealerships (with vehicle sales and service),~~

~~Car washes and retail auto parts sales~~

Consistent with any new or continued zoning classifications for Lots 1 and 6, each respective owner from time to time of each Lot shall, both before and after the date hereof, be able to use each such Lot for any use permitted in the zoning classification now and hereafter applicable to such Lot, either pursuant to City zoning ordinances, or as otherwise permitted by this Agreement. In addition, as to any part or all of each such Lot, the respective owner thereof shall be permitted to continue any use as exists upon (or is being made of) such Lot as of the date hereof. The City (as part of the granting of any special use or special use amendment, or as a part of any administrative staff approval) may not impose additional limitations or requirements for those areas, improvements, or operations for which specific provisions therefor are herein addressed and provided. For example, where part of this Agreement contemplates or provides for a specific plan or arrangement for development of any Lot of the Subdivision that is inconsistent with provisions of the City's ordinances and regulations, the provisions, plans, and intentions set forth herein shall prevail and apply as opposed to any other inconsistent requirements of the City's ordinances and regulations. Any site plan submitted for approval will, except where otherwise specifically provided herein, be subject to the standard procedures for administrative review for such use and/or development as submitted.

Pursuant to the above and the intention and understanding relating to the continuation of the effect and application of the SJ Trust Previous Annexation Agreement, the Lots 2, 3, 4, 5, and the Outlot of the Subdivision shall continue to be classified in the zoning classification of R-6 (multi-family residential), provided, however, that, in addition to those uses permitted within an R-6 classification, any use permitted in a C-1 classification shall also be a permitted use within the Subdivision --- and provided further, however, that hotels and motels shall also be a permitted use, and not a special use, in any areas of the said Lots 2, 3, 4, 5, and the Outlot. SJ Trust and any successors in interest shall, in addition, as to any part or all of such Lots 2, 3, 4, 5, and the Outlot be permitted to continue any use as existed upon (or was being made of) the said Lots 2, 3, 4, 5, and the Outlot as of the date of the SJ Trust Previous Annexation Agreement (such date being June 20, 2014). The City (as part of the granting of any special use or special use amendment, or as a part of any administrative staff approval) may not impose additional limitations or requirements for those areas, improvements, or operations for which specific provisions therefor are herein addressed and provided or as are addressed in the SJ Trust Previous Annexation Agreement. For example, where part of this Agreement or the SJ Trust Previous Annexation Agreement with respect to such Lots and the Outlot contemplates or provides for a specific plan or arrangement for development of the Subdivision that is inconsistent with provisions of the City's ordinances and regulations, the provisions, plans, and intentions set forth herein shall prevail and apply as opposed to any other inconsistent requirements of the City's ordinances and regulations.

5. Future Development Procedures. The Development Exhibit attached hereto as Exhibit B generally sets forth the vision, intentions, and conceptual guidelines for the projects that are intended for the Subdivision. The Exterior Elevation attached hereto as Exhibit C generally sets forth the vision, intentions, and conceptual guidelines for any multi-family residential buildings intended for and upon Lots 2, 3, 4, 5, or the Outlot. With respect to the foregoing, however, the parties further acknowledge and recognize that the Development Exhibit and Exterior Elevation plans are conceptual and currently-intended plans only, and may be modified or adapted before becoming final (consistent with the terms hereof and as otherwise required by applicable provisions of the City Code of the City of Peoria). Modifications to the Development Exhibit and/or Exterior Elevation in accordance with this paragraph prior to the development of any Lot within the Subdivision shall not require an amendment to this Agreement as long as any such modification is generally and conceptually consistent with such Development Exhibit and/or Exterior Elevation. In that regard:

A. Plan Procedures/Approvals; Pre-Approval Site Work. It is recognized and acknowledged that, as development with respect to each portion of Subdivision becomes more specific and defined, the respective owner of a Lot or the Outlot (or portion of such Lot or portion of the Outlot) as is proposed for a specific project or development shall need and seek approval from the administrative staff of the City (pursuant to the City's procedures currently applicable thereto regarding such process, but applying the code provisions with respect to any such project or development as are applicable under the terms of this Agreement). Prior to the issuance of any permit by the City for the construction of a structure on any Lot or the Outlot (or portion of such Lot or portion of the Outlot), the respective owner thereof will provide a complete site plan and

associated documents as required by then currently existing City procedural regulations with respect to such process. To the extent that any use (not otherwise specifically permitted hereunder) requires a special use, then the same shall be sought and secured with respect to such so affected portion (pursuant to the City's procedures applicable thereto). Any application therefor shall include those supporting materials as are in such cases then required by City ordinance. For exemplary and clarification purposes, it is acknowledged that the intent hereof is to provide that the procedures that are to be applicable to permits and approvals for any project or development shall be as are in place and required at the time of the application, but the substantive code provisions applicable to the proposed project or development shall be based upon those in effect at the time as is otherwise determined and set forth herein as being those code provisions in effect at the time determined and set by this Agreement. Generally stated, the latter applicable date shall be as to Lots 1 and 6 the date hereof and shall be as to Lots 2, 3, 4, 5, and the Outlot the date of the SJ Trust Previous Annexation Agreement (being June 20, 2014). Notwithstanding the foregoing, however, if any ordinance, code or regulation of the City is hereafter adopted, amended or interpreted so as to be less restrictive upon any of the Lots of the Subdivision or upon any party or such party's successors with respect to the development/use of the any Lot within the Subdivision than is the case under the law as applicable in accordance with the foregoing, then at the option of the then owner of the Lot affected thereby, such less restrictive adoption, amendment or interpretation shall control.

With respect to any project or development being proposed and/or pursued for any Lot, the applying owner of any such project or development shall have the right, prior to obtaining any special use approval, and prior to obtaining City approval of any other engineering drawings or development plans, and prior to the approval of any final plat as may be required for such portion of the Subdivision being proposed for development, to undertake excavation, preliminary grading work, filling and stock piling on any such portion of the Subdivision in preparation for the development of such portion or portions (upon receipt of a grading permit and soil erosion control permit from the City). The City shall approve any such grading and soil erosion and sedimentation control plans (or issue a letter of denial specifying why approval is withheld) within thirty (30) business days of submission of such plans. If the City neither approves such plans nor issues a letter of denial within thirty (30) business days of submission, such plans shall be deemed to be approved. Such work shall be undertaken at the sole risk and responsibility of owner upon whose property the project or development is proposed, and shall be conducted in such manner to prevent damage or injury to the real estate of surrounding property owners.

B. Restrictions on Multi-family Residential Development. SJ Trust covenants that, with respect to Lots 2, 3, 4, 5, and the Outlot, no more than 15 acres, nor less than 5 acres, may be developed as multi-family residential, with the balance of the said Lots and the Outlot (as indicated above and in the SJ Trust Previous Annexation Agreement) to be developed according to uses permitted in a C-1 commercial zone, provided that hotels and motels shall also be a permitted use, as provided in Paragraph 4.B. herein. It is further agreed that a minimum of five (5) acres of office and/or commercial development must occur prior to or contemporaneous with any residential development. Nothing herein contained, however, shall establish or impose any such

restrictions or limitations upon otherwise permitted multi-family development upon and for Lots 1 and 6.

C. Private Covenants, Easements, and Restrictions. In connection with the development of the Subdivision, the City recognizes that the use and development of the Subdivision (as well as any portion thereof) may also be further limited, restricted or benefited in other ways or by other 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.

Provided that there exist reciprocal easement arrangements with other surrounding property owners for access to public streets and utility services and/or other supportive requirements for development (e.g. parking, drainage detention, etc.), the City shall not prohibit subdivision of a Lot or parcel within the Subdivision due to the fact that such Lot or parcel does not otherwise bound upon a public street or upon an easement of a public utility provider, nor shall the City require that the zoning classification of the area providing access or other services appurtenant to the served Lot or parcel be (or have) the same zoning classification as the served Lot or parcel.

The parties acknowledge and recognize that all utility services (in addition to sanitary sewer service as described hereinabove) are expected to be provided by other persons or entities who are not parties to this Agreement. The City agrees to cooperate with and assist the owner(s) from time to time of the Subdivision 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 such facility, unless otherwise specifically required under this Agreement.

D. Permits/Subdivision Plat Approvals. Within thirty (30) business days after receipt of a complete application (including all required construction documents) by an owner desiring development of an owner's Lot or portion thereof, the City shall (subject to the obtaining of any applicable special use amendment requirement as hereinabove described and any other approval or requirement of the other persons or governmental bodies other than the City):

- i.* Issue a building permit authorizing such construction;
- ii.* Issue a permit authorizing such construction, subject to satisfaction of specified conditions consistent with the terms of this Agreement; or
- iii.* Issue a letter of denial of such permit specifying the basis of such denial by reference to the provisions of the code provisions applicable thereto,

which the subject construction allegedly would violate. If the City conditionally approves such a permit, the City shall issue the permit unconditionally within five (5) business days after satisfaction by the party or person seeking the issuance of said permit of any conditions thereto.

The City shall issue certificates of occupancy to an owner (or any person properly acting on behalf of such owner) who has sought or been issued a building permit as above described, within fourteen (14) business days of application therefor, or issue a letter of denial within such period informing the applying person specifically as to what corrections are necessary as a condition to the issuance of a certificate and quoting the section of any applicable code, ordinance or regulation relied upon by the City in its request for correction. The inability, due to adverse weather conditions or other conditions outside of the reasonable control of any such applicant seeking the issuance of such a certificate of occupancy, to install service walks, stoops (provided at least one ingress/egress meets the accessibility code), landscaping, final grading or other items not posing an unreasonable risk to life, safety or property, shall not delay the issuance of a temporary certificate of occupancy. A trailer may be used for the coordination of construction activities during the period of development of any Lot, portion or phase of the Subdivision being developed. Temporary fences and parking to service any of the foregoing may be constructed upon any portion of the Subdivision being developed, even though same may not otherwise meet applicable code requirements therefor (e.g. permitting of temporary gravel-based parking lot). Notwithstanding the foregoing, it is acknowledged and recognized that each of the foregoing that may be related to temporary construction activity (e.g. construction trailer upon site, temporary fences, temporary gravel-based parking, etc.) shall only be permitted for those phases in the process of development. To the extent that any site upon which development has been completed and business operations or occupancy is anticipated in connection therewith and is the subject for which a certificate of occupancy is being sought, such temporary conditions with respect to such site must have been completed and/or removed prior to the issuance of a permanent certificate of occupancy.

The development of any Lot or portion of the Subdivision as may hereafter be subdivided further is and hereafter remains subject to the City's requirements for platting or land subdivision. The requirements applicable thereto shall be as are currently in force and effect under the laws and regulations of the City. Any owner shall have the right to submit any preliminary and final plats in phases, and any preliminary and final plat may be submitted contemporaneously. To the extent that the Corporate Authorities of the City have approved any preliminary plat, the administrative staff of the City may approve a final plat for any applicable phase or portion of the development of any Lot of the Subdivision, provided said final plat is substantially in conformance with the previously approved preliminary plat. With respect to the foregoing, no final plat shall be denied approval as long as such plat is submitted for approval no later than three (3) years after the date of the previous approval of the preliminary plat relating thereto. In addition, upon approval of any final plat, there shall not be any deadline for the implementation of the approved plat or the development of any portion of the property consistent therewith as might otherwise be applicable thereto.

E. Building Material Requirements. Not less than fifty percent (50%) of the façade of all buildings erected within the Subdivision shall consist of face brick or native stone. Brick veneer (thin-brick), split-faced block, and pre-cast masonry shall be specifically excluded from the 50% requirement.

F. Other Infrastructure Additions. The City acknowledges and confirms that the Subdivision shall have direct access to Orange Prairie Road and Illinois Route 91 with the construction of intersections with Orange Prairie Road and Illinois Route 91 by and with a public street running through the Subdivision that will connect Orange Prairie Road to Route 91, as is generally depicted on the attached Exhibit B. The City further acknowledges and confirms that such intersections are intended to provide for full access to the Subdivision to and from both north-bound and south-bound traffic on Orange Prairie Road and Illinois Route 91. Where required, the City agrees to furnish any and all approvals as may be needed therefor and mutually cooperate, support, and assist each and every other party in obtaining the approval of other third parties (e.g. the State of Illinois), where required. In connection with the foregoing, the City acknowledges and confirms that any commercial development upon any Lot or any portion thereof will not constitute a "shopping center," as that term is defined within the City Code, and that, for purposes hereof and for any other uses, the use of the street, as generally depicted on Exhibit A, for access to the Lots, the Outlot or any portion of either shall not constitute shared site access for purposes of meeting or coming within the definition of a "shopping center." The City further agrees that the permitted setback of and from the depicted public street, as generally depicted on Exhibit B, or on any future site plan that may be submitted to the City for approval, shall be a minimum of ten (10) feet. With respect to the public street running through the Subdivision, the parties acknowledge that the procedures and requirements as are in effect as of the date hereof for its construction, completion and acceptance (as a public street of the City) shall be those as are in effect as of the date hereof.

G. Plan Modifications. The City acknowledges and recognizes that Exhibit B and Exhibit C that depict the general layout and configuration of the plans for the Subdivision are conceptual only and are not intended to provide strict and limited requirements and expectations for the layout and configuration of the Subdivision as it is finally constructed. (This is particularly and especially the case with respect to the Outlot of the Subdivision and the course of the public street as it is intended to be extended and installed through the Outlot.) To the extent that changes in the course of such public street and/or changes in the configuration of the Outlot, (or any portion thereof) are desired by the owner thereof and do not substantially and materially vary from the conceptual layout and configuration, the City agrees that any such changes may be approved by the City by and through its administrative staff --- without the need or requirement of submittal to any commission of the City for public hearing and/or submittal to the Corporate Authorities (e.g. the city council). Consistent with the foregoing, any current improvements or conditions of any Lot or the Outlot of the Subdivision shall be governed by the maintenance and safety codes as have been applicable thereto prior to the date of this Agreement, but (upon the commencement of construction of any improvements or development thereupon and continuing thereafter

such Lot (or portion thereof) as is being improved or developed shall be governed by and subject to the maintenance and safety codes of the City.

6. **Miscellaneous/General.**

A. Existing Uses/Improvements. Notwithstanding the zoning classifications or other permits and approvals to be established or issued for any Lots of the Subdivision and notwithstanding any other provisions herein to the contrary, the present use of the any Lot (or any portion thereof) shall be permitted to continue. Any improvements as may currently exist may continue to exist, and additions thereto (to the extent being made to supplement a current use or a use that is permitted under this Agreement) may be made without additional approvals or actions by the City other than review and approvals as are customarily made by the administrative staff of the City as a part of the requirements and procedures to determine compliance with building codes of the City and for the purpose of issuing building and other permits as may be customary and required for the construction, occupancy and operation of any such addition.

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 Subdivision and each portion thereof to be used and developed for the uses and purposes described and permitted herein and to enable the Lots and the Outlot of the Subdivision 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 development or a specific development requirement is addressed/included herein with respect to the Lots and the Outlot of the Subdivision, the City shall not impose additional or more restrictive requirements in connection therewith as a condition of special use, of administrative staff 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 Subdivision or upon any party or any of such party's successors with respect to the development/use of the any Lot of the Subdivision, then at the option of the then owner 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, conditioned, 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 parties hereto, 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 any Lot or the Outlot of the Subdivision (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 thereof being sold or conveyed; the grantee thereof shall be deemed to have, by its acceptance of the conveyance thereof or such portion thereof, assumed 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 Lot or the Outlot of the Subdivision (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 the annexation or zoning of the Subdivision, 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. The expiration of the term of this Agreement shall not affect the validity of the zoning of any Lot of the Subdivision (or any portion thereof) or any ordinance enacted by the City pursuant to this Agreement.

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 zoning of the Subdivision 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 addresses 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 SJ Trust: | Srinivas Jujjavarapu, Trustee SJ Trust Agreement 13007 N. Woodland Ridge Dunlap, IL 61525 Fax #: 309 / 550-5605 |
| With copy to: | Robert C. Hall Miller, Hall & Triggs, LLC 416 Main Street, Suite 1125 Peoria, IL 61602-1161 Fax #: 309 / 671-9616 |

If to Wiebler:

Wiebler Family Limited Partnership
 2505 North Texas Road
 Trivoli, IL 61569
 Fax #: _____

With copy to:

Karen Stumpe
 Kavanagh, Scully, Sudow, White Frederick,
 PC
 301 SW Adams, Suite 700
 Fax #: 309 / 676-0324

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 parties hereto. 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 Subdivision, 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.

N. Special Farm Use Valuation. The City acknowledges that the Lots of the Subdivision for many years have been (and currently continue to be) used for farming or other agricultural purposes. By reason thereof, the Subdivision (and each Lot thereof) has been and is entitled to a special benefit/formula for determining the assessed value thereof. The City agrees that, as long as a Lot or the Outlot of the Subdivision continues to (in whole or in part) be similarly used for agricultural purposes, this Agreement (and any of the transactions or declarations deriving therefrom or as a part hereof) shall not affect the qualification of the Subdivision (or such part that continues to be farmed) for such special assessed valuation; and the City shall take no action inconsistent with the foregoing. To the extent that it is determined that such taxes are paid to the City in excess of what taxes would otherwise be levied and collected thereupon with the proper and appropriate application of such special benefit/formula, the city shall promptly rebate or pay to the respective owner thereof (as shall have had such excess levied and collected) the amount of such excess levy/collection.

O. No Joint and Several Liability. To the extent that the Lots of the Subdivision may be owned by different parties, it is expressly acknowledged that any covenants in this Agreement as may be hereafter applicable to any of the foregoing shall NOT be the joint and several obligations of each of the respective owners thereof, and each owner shall only be burdened with, and obligated to perform, the covenants and obligations with respect to that particular property which such owner owns and/or develops. In this respect, the failure of one owner to perform a covenant or condition with respect to such owner's property shall not constitute a default by any of the owners of any of the other remaining properties affected and covered hereby.

P. Bike/Walk Trail Installation on Private Property. In those instances where applicable law may require that an owner of a Lot (or any portion thereof) install at such owner's expense a bike/walk path (e.g. along Orange Prairie Road or State Route 91) by applicable ordinance of the City, the owner thereof shall be permitted to install any such bike/walk path within and upon such Lot (or any portion thereof) provided that a good and sufficient easement is granted therefor to the City (upon such terms as shall be reasonably acceptable to the City) to provide for the use thereof by the general public. In such case, however, the City shall maintain such bike-walk paths in the same manner as would be provided as though any such bike/walk path had been (and is) installed upon public right of way. In addition, no such bike/walk path shall be required to be installed upon Lot 1 and Lot 6 along Route 91 until such time as (with respect to each) new development occurs thereupon, or a bike/walk is constructed and installed upon the property bounding either of Lot 1 or Lot 6 to the north or south along Route 91 by the respective owners thereof.

Q. Enterprise Zone. The City acknowledges that, under applicable Illinois law, the City has the ability to have, maintain and expand (within certain guidelines and limitations) a so-called Enterprise Zone. Under recent legislation of Illinois, the City is in the process of pursuing all procedural requirements to newly establish and/or re-establish the Enterprise Zone for the City. In this context, the City agrees to proceed with good faith and due diligence to provide to the Subdivision inclusion in such Enterprise Zone as soon as reasonably practicable so as to provide the Subdivision all of the benefits and privileges available to and for properties within the Enterprise Zone of the City. However, nothing in this paragraph shall require the City to extend or expand the Enterprise Zone to this location.

R. Storm Drainage Management Fee; Maintenance Code Application. ~~The City acknowledges that the City is currently imposing a so-called Storm Water Management Fee for purposes of defraying costs of storm water management facilities and operations within the City (the amount thereof being based upon the amount of impervious surface as exists from time to time over land parcels within the City). Until new development and/or additional buildings/improvements are placed upon Lot 1 (or any portion thereof) or upon Lot 6 (or any portion thereof), no portion of any such Lots of the Subdivision upon which new development has not taken place shall be subject to or~~

~~required to pay such Storm Water Management Fee (whether labelled or characterized as a fee, tax, assessment, expense or anything similar thereto). In addition, a~~As to Lot 1 and Lot 6, the City agrees that, until new and/or additional development upon any portion of a particular Lot shall occur, no other portion of any such Lot (for which no new and/or additional development shall have occurred) shall have the City codes and ordinances apply with respect to any and all maintenance requirements therefor except for life safety issues applicable to any buildings currently thereupon (it being intended that the City shall, in such instances, only be able to enforce any such maintenance requirements as are currently applicable to the said Lot 1 and Lot 6 under the codes and ordinances of County of Peoria except for building life safety requirements).

S. Trustee Exculpation. This instrument is executed by Srinivas Jujjavarapu, not personally, but as Trustee under the SJ Trust Agreement, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by every person now or hereafter claiming any right or security hereunder that nothing contained herein shall be construed as creating any personal liability on the part of the Trustee to pay any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery against Trustee under this instrument shall be solely against and out of the property which is the estate of said Trust.

IN WITNESS WHEREOF, THE PARTIES HAVE AFFIXED THEIR RESPECTIVE HANDS AND SEALS THE DAY AND YEAR FIRST ABOVE WRITTEN.

(SIGNATURE PAGES FOLLOW)

FILED

MAR 21 2019

R. STEVE SONNEMAKER
PEORIA COUNTY CLERK

City: CITY OF PEORIA, an Illinois municipal corporation

By: Patrick Ulrich
Its City Manager

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 PATRICK URICH personally known to me to be the CITY MANAGER of CITY OF PEORIA, a municipal corporation, appeared before me this day in person and severally acknowledged that he signed, sealed and delivered the said instrument as his 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 his oath stated that he 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 21st day of March, A.D. 2019.

Stefanie Tarr
Notary Public



FILED

MAR 21 2019

R. STEVE SONNEMAKER
PEORIA COUNTY CLERK

SJ Trust:

Srinivas Jujavarapu

Srinivas Jujavarapu, Trustee

STATE OF ILLINOIS)
COUNTY Peoria) SS.

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Srinivas Jujavarapu, personally known to me to be the Trustee under the provisions of the SJ Trust Agreement, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, and for the uses and purposes therein set forth; and on his oath stated that he was duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this 14th day of February, 2019.



Ronette J. Krusa
Notary Public

FILED
MAR 21 2019
R. STEVE SONNEMAKER
PEORIA COUNTY CLERK

Wiebler:

Wiebler Family Limited Partnership,
An Illinois Limited Partnership

By: Wayne J Wiebler

For: _____
Its General Partner

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, WAYNE J WIEBLER personally known to me to be the _____ of _____ the general partner of the Wiebler Family Limited Partnership, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, and for the uses and purposes therein set forth; and on his oath stated that he was duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this 6th day of MARCH, 2019.

Karen Stumpe

Notary Public



FILED

MAR 21 2019

R. STEVE SONNEMAKER
PEORIA COUNTY CLERK

EXHIBIT "B"

