

RESOLUTION NO. 22-420-A
CITY OF PEORIA.

Peoria, Illinois December 13 2022

A RESOLUTION APPROVING THE ANNEXATION AGREEMENT FOR PROPERTY IDENTIFIED AS PARCEL IDENTIFICATION NUMBER 14-06-300-016, WITH AN ADDRESS OF 2700 W ALTORFER, PEORIA, IL

Resolved

WHEREAS, Allen Road Business Park L.P., owner of certain real estate located near the corporate limits of the City of Peoria, is desirous of entering into an agreement providing for the annexation of this property to the City of Peoria upon certain conditions; and

WHEREAS, the City of Peoria is desirous of entering into an agreement providing for the annexation of this real estate, said agreement attached hereto as "Attachment A"; and

WHEREAS, the City Council of the City of Peoria believes that the vicinity and general welfare of the City will be served by entering into this agreement which establishes various conditions relating to, but not limited to, zoning and land use; and

WHEREAS, a public hearing upon said Annexation Agreement was conducted, with proper notice, by the City Council on December 13, 2022, and there has been compliance with all provisions of 65 ILCS 5/7-1 *et seq.*

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

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

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

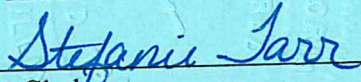
PASSED BY THE CITY COUNCIL OF THE CITY OF PEORIA, ILLINOIS, THIS 13th DAY
OF December 2022.

APPROVED:



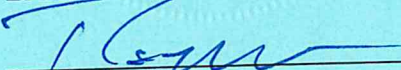
Mayor

ATTEST:



City Clerk

EXAMINED AND APPROVED



Corporation Counsel

This Document Prepared By:

John S. Elias
Elias, Meginnes & Seghetti, P.C.
416 Main Street, Suite 1400
Peoria, IL 61602

Mail To:

City of Peoria
Community Development Department
419 Fulton Street, Room 300
Peoria, Illinois 61602-1217

ANNEXATION AGREEMENT

THIS AGREEMENT (hereinafter referred to as the "Annexation Agreement") is made this 13th day of December, 2022, by and between THE CITY OF PEORIA, ILLINOIS, an Illinois municipal corporation, located in Peoria County, Illinois (hereinafter referred to as the "City") and Allen Road Business Park, L.P., an Illinois limited partnership (the "Owner").

RECITALS

WHEREAS, the Owner is the sole owner of record of the following described property attached hereto as "Exhibit A" (hereinafter referred to as the "Property"):

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

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

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

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

WHEREAS, all conditions precedent to entering into this Annexation Agreement have been undertaken and satisfied as required by law; and

WHEREAS, the corporate authorities of the City after due deliberation have, by resolution or ordinance, duly adopted and approved this Annexation Agreement as required by law.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements provided for herein, it is hereby agreed as follows:

1. Annexation. The City shall adopt such resolutions or ordinances as are required to annex the Property as provided for under the laws of the State of Illinois. No other request or petition for annexation shall be required as to this Property to complete the annexation.

2. Zoning. Upon the annexation of the Property to the City, the Property shall be classified in the following described zoning classification as set forth in the Zoning Ordinance of the City according to the terms of the Zoning Ordinance that exists on the date hereof.

A. The Property shall be classified as I-1 Industrial Zoning, however, any undeveloped portions of the Property shall allow the use of farming until such time as the Property is developed.

3. General Provisions.

A. The provisions of this Annexation Agreement shall control over the provisions of any Ordinances, Codes or Regulations which are in conflict herewith.

B. This Annexation Agreement shall be binding upon the successor owners of record of the Property, electors residing within the Property, and upon successor municipal and governmental authorities.

C. Non-agricultural development of the site will require connection to public water and public sewer, adherence to City stormwater and erosion control regulations, and other regulations affecting property within the City, i.e. building codes and subdivision requirements.

D. This Annexation Agreement and the rights of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Illinois. Any litigation concerning this Annexation Agreement shall be commenced in Peoria County, Illinois.

E. In the event that either party or their successor should find it necessary to retain an attorney for the enforcement of any provisions hereunder occasioned by the default of the other party, the party not in default shall be entitled to recover reasonable

attorney's fees and court costs incurred whether the attorneys' fees are incurred for the purpose of negotiations, trial, appellate or other services.

- F. This Annexation Agreement may be enforced as provided by law and the parties may by civil action, mandamus, injunction or other proceedings, enforce and compel performance of this Annexation Agreement.
- G. The parties shall execute and deliver such additional documentation as may be necessary to implement this Agreement.
- H. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, grantees and assigns.
- I. This agreement may be amended by mutual consent of the parties.
- J. This annexation agreement shall be in effect for a period of twenty (20) years.
- K. This Annexation Agreement may be executed in counterparts all of which together shall constitute one document.

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


THE CITY OF PEORIA, a Municipal Corporation

By: 


Print Name: Patrick Urich

Title: City Manager

Attest:

By: 
City Clerk

Examined and approved by:


Corporation Counsel

STATE OF ILLINOIS)
)
COUNTY OF PEORIA)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Patrick Urich personally known to me to be the City Manager of the City of Peoria, and Stefanie Tarr personally known to me to be the City Clerk of the City of Peoria, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such City Manager and City Clerk, they signed and delivered the said instrument as City Manager and as City Clerk of said Municipal Corporation, and caused the seal of said Municipal Corporation to be affixed thereto, pursuant to authority given by the corporate authorities of the City of Peoria for the uses and purposes therein set forth.

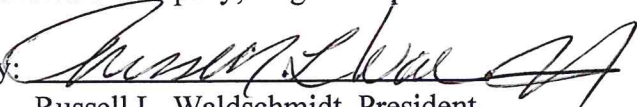
Given under my hand and notarial seal, this 15th day of December, 2022.

Notary Public

FOR OWNER:

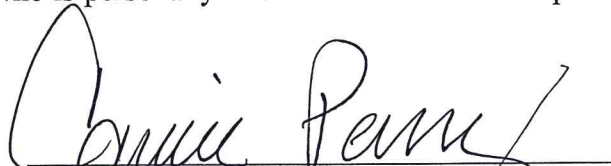
Allen Road Business Park, L.P.

By: Stonewald Company, its general partner

By: 
Russell L. Waldschmidt, President

STATE OF FLORIDA)
)
COUNTY OF Pinellas)

The foregoing Annexation Agreement was acknowledged before me on this 21 day of October, 2022, by Russell L. Waldschmidt, who is personally known to me or who has produced a driver's license as identification.


Notary Public

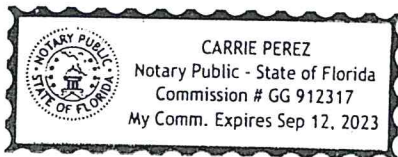


EXHIBIT A

Legal Description of Owner's Property

Parcel 1:

A part of the Southwest Quarter of Section 6, Township 9 North, Range 8 East of the Fourth Principal Meridian, more particularly described as follows: Commencing at the Northwest corner of the Southwest Quarter of said Section 6, thence South 00 degrees 04 minutes 55 seconds West, (bearing assumed for purpose of description only), along the West line of the Southwest Quarter of said Section 6, 50.00 feet to the South right of way line of the Chicago and Northwestern Railroad, said point being the point of beginning of the tract to be described; from the Point of Beginning thence North 89 degrees 47 minutes 11 seconds East, along said South right of way line, 2218.55 feet to the Northwest corner of Pioneer Industrial Park, Section 7, a subdivision of part of the Southwest Quarter of said Section 6; thence South 00 degrees 15 minutes 19 seconds East, along the West line of said Pioneer Industrial Park, Section 7, 1273.33 feet to the Southwest corner of said Pioneer Industrial Park, Section 7, said Point being on the South line of the North Half of the Southwest Quarter of said Section 6; thence North 89 degrees 55 minutes 23 seconds West, along said South line, 2222.39 feet to the Southwest corner of the North Half of the Southwest Quarter of said Section 6; thence North 00 degrees 04 minutes 55 seconds West, along the West line of the Southwest Quarter of said Section 6, 1262.06 feet to the Point of Beginning, situate, lying and being in the County of Peoria and State of Illinois; EXCEPTING THEREFROM all that part conveyed by Warranty Deed recorded February 25, 1998 as document no. [98-06349](#); EXCEPTING THEREFROM all that part conveyed by Warranty Deed recorded January 11, 1999 as document no. [99-00525](#); EXCEPTING THEREFROM all that part conveyed by Warranty Deed recorded March 2, 2001 as document no. [01-06313](#).

PIN: 14-06-300-016

Farmland Near Allen Road