



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 19-22

REQUEST: Hold a Public Hearing and forward a recommendation to City Council on the request of Mark Larson or Powercat Peoria, LLC, to amend an annexation agreement for the property located at N Orange Prairie Road (Parcel Identification No. 08-35-100-038), and generally located east of Orange Prairie Road, south and west of IL Route 91, with an address of W Grange Hall Rd, Peoria IL (Council District 5)

SUMMARY OF PROPOSAL & REQUESTED WAIVERS

The petitioner is requesting to amend an annexation agreement to allow for a temporary septic system in place of connection to public sanitary sewer. Currently the annexation agreement requires non-agricultural development of the property to connect to public sanitary sewer.

BACKGROUND

Property Characteristics

The subject property contains 9.3 acres of land and is currently undeveloped. The property is surrounded by R-3 (Single Family Residential) to the east, and C-1 (General Commercial) to the south, and County-zoning Agricultural2 to the north and west.

History

In 2017 the property was annexed to the City of Peoria. The annexation agreement was coupled with a Special Use for Outdoor Recreation which included the following attractions: Miniature Golf, Batting Cages, Go-Kart and Dune Buggy Tracks, Bumper Boats, and a Playground.

Date	Zoning
1931 - 1958	Not in the City
1958 - 1963	Not in the City
1963 - 1990	Not in the City
1990 - Present	R3 (Single-Family Residential) and C1 (General Commercial)

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 for Special Use	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

Standard for Special Use	Standard Met per DRB Review	DRB Condition Request & Justification
Conforms to all district regulations	No	Allow for temporary septic system
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 Map Designation	Low Density Residential	

DEVELOPMENT REVIEW BOARD RECOMMENDATION

The Development Review Board recommends approval of the request with the following conditions:

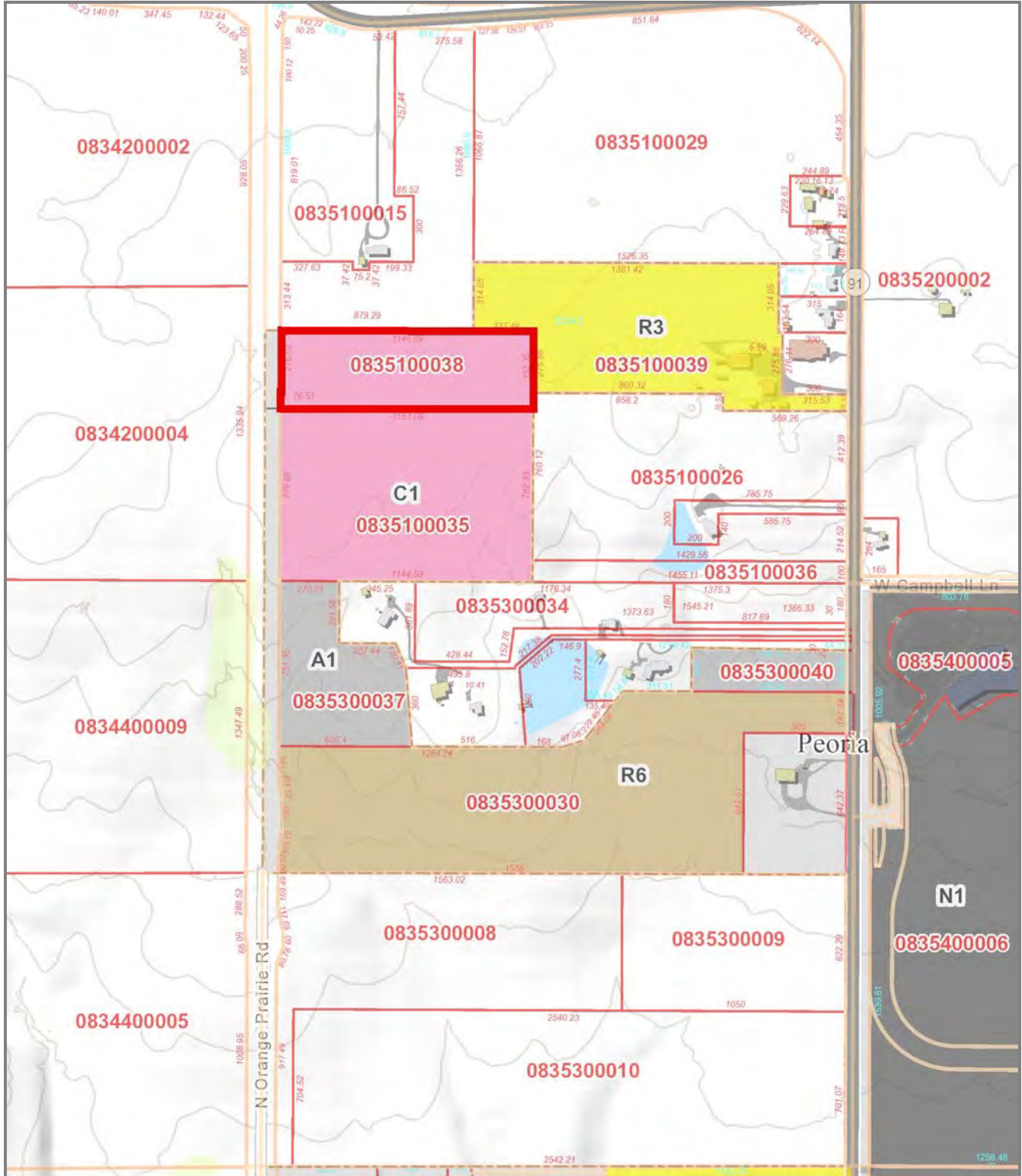
- 1) Septic system for go-kart development only. Temporary until sewer becomes available to any adjacent parcel at such time the septic system must be replaced with public sanitary sewer within 12 months.
- 2) Item #1 of the Amendment states that development will require connection to the public water and public sewer. This should specify public storm sewer, since the sanitary will be handled with a temporary leach field.

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 meetings all applicable code requirements through all phases of the development.

ATTACHMENTS

1. Surrounding Zoning
2. Aerial Photo
3. Amendment for Annexation Agreement
4. Resolution 17-322-A

Larson 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



Larson Property



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Map Scale
1 inch = 333 feet
 7/2/2019



FIRST AMENDMENT TO
ANNEXATION AGREEMENT
FOR RESOLUTION NO. 17-322-A

This Document Prepared By:

Bruce A. Brown, Landscape Architect
Farnsworth Group
100 Walnut Street, Suite 200
Peoria, Illinois 61602
309.688.9888

**FIRST AMENDMENT TO AMENDMENT AGREEMENT FOR
RESOLUTION NO. 17-322-A**

THIS FIRST AMENDMENT TO ANNEXATION AGREEMENT FOR RESOLUTION NO. 17-322-A (hereinafter this “First Amendment”) is made and entered into as of this _____ 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 Mark Larson.;

WITNESSETH:

WHEREAS, the City and other third parties, entered into an Annexation Agreement dated October 24, 2017 and restated by the First Amendment to Amendment Agreement date July 12, 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, and Mark Larson desire to amend the Annexation Agreement so to allow for a temporary sanitary leach field to be built with the proposed facility until a Peoria Sanitary District sewer line as available at the owner’s property line.

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

1. Amended Section 3. C of the Annexation Agreement is revised to read as follows:

Non-agricultural development of the site will require connection to the public water and public sewer, adherence to County and/or City erosion control regulations, and other regulations affecting property within the City, i.e. building codes and subdivision requirements. A temporary sanitary leach field, within the owner's property, shall be allowed until such time that a public sanitary line has been extended to the owner's property line. The temporary leach field shall meet all City and County Code requirements. Once the public sanitary line is available at the owner's property line the owner shall submit all permitting documents needed to construct the sanitary connection per the City and County and construct the sanitary sewer connection to the public sewer.

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 meaning and constructions for purposes of this First Amendment as otherwise 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 are expressly ratified and incorporated herein by this reference.

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

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 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

Mark Larson:

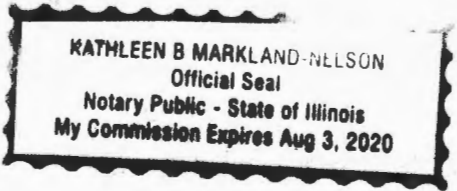
Mark A. Larson
Mark Larson

STATE OF ILLINOIS)
) SS.
COUNTY Tazewell)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Mark Larson, personally known to me to be the Owner, 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 15th day of July, 2019

Kathleen B Markland-Nelson
Notary Public



RESOLUTION NO. 17-322-A
CITY OF PEORIA.

Peoria, Illinois October 24 2017

A RESOLUTION APPROVING THE ANNEXATION AGREEMENT FOR PROPERTY IDENTIFIED AS PART OF PARCEL IDENTIFICATION NUMBER 08-35-100-033, WITH AN ADDRESS OF W GRANGE HALL ROAD, PEORIA, IL

Resolved

WHEREAS, Mark Larson, 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 June 27, 2017, and there has been compliance with all provisions of 65 ILCS 5/7-1 *et seq.*

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

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF PEORIA, ILLINOIS, THIS 24th DAY
OF October 2017.

APPROVED:

Mayor

ATTEST:

City Clerk

EXAMINED AND APPROVED

Corporation Counsel

FILED

NOV 22 2017

**R. STEVE SONNEMAKER
PEORIA COUNTY CLERK**

This Document Prepared By:

Ted Clark, Architect
225 Deer Lakes Dr.
Goodfield, IL 61742
309-242-2047

CITY CLERK
PEORIA, ILL.

2017 JUN -9 P 2:37

Beth Ball

Mail To:

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

FILED

NOV 22 2017

**R. STEVE SONNEMAKER
PEORIA COUNTY CLERK**

ANNEXATION AGREEMENT

THIS AGREEMENT (hereinafter referred to as the "Annexation Agreement") is made this Thirtieth day of May, 2017, by and between THE CITY OF PEORIA, ILLINOIS, an Illinois municipal corporation, located in Peoria County, Illinois (hereinafter referred to as the "City") and Mark Larson (hereinafter referred to as the "Owner").

RECITALS

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

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

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

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

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

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

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

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

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

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

A. The Property shall be classified as C1, Commercial.

3. General Provisions.

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

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

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

- D. This Annexation Agreement and the rights of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Illinois. Any litigation concerning this Annexation Agreement shall be commenced in Peoria County, Illinois.
- E. In the event that either party or their successor should find it necessary to retain an attorney for the enforcement of any provisions hereunder occasioned by the default of the other party, the party not in default shall be entitled to recover reasonable attorney's fees and court costs incurred whether the attorneys' fees are incurred for the purpose of negotiations, trial, appellate or other services.
- F. This Annexation Agreement may be enforced as provided by law and the parties may by civil action, mandamus, injunction or other proceedings, enforce and compel performance of this Annexation Agreement.
- G. The parties shall execute and deliver such additional documentation as may be necessary to implement this Agreement.
- H. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, grantees and assigns.
- I. This agreement may be amended by mutual consent of the parties.
- J. This annexation agreement shall be in effect for a period of twenty (20) years from the date hereof.
- K. The "Batting Cages" can be expanded into the area defined by dashed lines on Site Plan dated 5/30/2017.
- L. Areas defined as "Mini-Putt #2", "Minor Activity", and "Batting Cages Expansion Area" can be used for Toddler Kart Track, Inflatable Attraction, SuperSlide, PlayGround, Climbing Gym, Obstacle Course, and similar attractions.
- J. Kart Track layouts can be modified but paved area will not increase.

- K. "Pit Canopy" may have a gable roof with a pitch less than 6.
- L. The "Go Kart Track #2", or portions of "Go Kart Track #2" can be used as a "Dune Buggy Course".
- M. Waiver for a side yard fence height limitation for the "Batting Cages" enclosure adjacent to the property line.
- N. The "Batting Cages" may include a rain shedding roof over Batter's Plate.
- O. Waiver for the Light Pole Height for the "Go Kart Tracks" to be equal to Light Pole Height limitations for "Vehicular Areas".
- P. Attachments to this agreement are Site Plan, Elevations, Batting Cage Illustration, and Site Plan Data Summary.

FILED

NOV 22 2017

**R. STEVE SONNEMAKER
PEORIA COUNTY CLERK**

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

THE CITY OF PEORIA, a Municipal Corporation

By: *James Ardis III*

Attest:
By: *Beth Ball*

Examined and approved by:
Donald B. Leist
Corporation Counsel

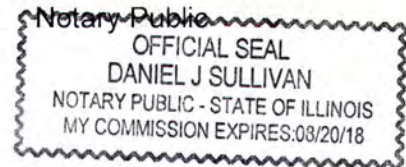
FILED
NOV 22 2017
R. STEVE SONNEMAKER
PEORIA COUNTY CLERK

STATE OF ILLINOIS)
) SS.
COUNTY OF PEORIA)

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

Given under my hand and notarial seal, this *17th* day of *November*, 20*17*.

Daniel J. Sullivan
Mark A. Larson
Mark Larson, Owner of Record:



By: *Madeline T. Wolf*

STATE OF ILLINOIS)
) SS.
COUNTY OF PEORIA)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that *Mark A. Larson*, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this *31* day of *May*, 20*17*.

Madeline T. Wolf Notary Public



LEGAL DESCRIPTION OF "ORANGE PRAIRIE KART'S"

PART OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE FOURTH PRINCIPAL MERIDIAN, PEORIA COUNTY, ILLINOIS; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 35, THENCE NORTH 00 DEGREES 11 MINUTES 24 SECONDS EAST, (BEARINGS ARE FOR DESCRIPTION PURPOSES ONLY) ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 778.47 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 24 SECONDS EAST, A DISTANCE OF 70.00 FEET, TO THE EAST RIGHT OF WAY LINE OF ORANGE PRAIRIE ROAD AND THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED:

FROM THE POINT OF BEGINNING; (THE FOLLOWING 3 COURSES ARE ALONG SAID EAST RIGHT OF WAY LINE) THENCE NORTH 00 DEGREES 11 MINUTES 24 SECONDS EAST, A DISTANCE OF 76.51 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 22 SECONDS EAST, A DISTANCE OF 5.00 FEET; THENCE NORTH 00 DEGREES 11 MINUTES 24 SECONDS EAST, A DISTANCE OF 276.02 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 23 SECONDS EAST, A DISTANCE OF 615.00 FEET; THENCE SOUTH 00 DEGREES 11 MINUTES 24 SECONDS WEST, A DISTANCE OF 352.35 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 24 SECONDS WEST, A DISTANCE OF 620.00 FEET, TO THE POINT OF BEGINNING, CONTAINING 4.985 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND RIGHT OF WAY OF RECORD.

Site Plan Data Summary, Amusement Park

Lot Size: 5 Acres

Setbacks

Front: 20'
Sides & Rear 0'

Parking:

Provided Spaces: 75
Spaces at 8 1/2' x 18 1/2' 72
Accessible Spaces 3
Aisle width 24'
Bike Spaces 3+

Calculation Summary:

2100 SF Ice Cream = 21 spaces
Staff = 4 spaces

Patrons:

Mini Putt 72
Batting Cages 18
Karts 60
 $150 / 3 = 50$ spaces

Total Required Spaces = 75

Landscaping

Front $352.39' / 2 = 176$ points required
Intermediate Shade Trees 15 pts x 12 = 180 pts

Parking Lot: 75 points required
Intermediate Shade Trees 15 pts x 5 = 75 pts

Lighting Requirements:

Parking Lot:

Surface Minimum 1/2 fc
Average-to-Minimum uniformity ratio 5:1

Pedestrian Areas:

Average at ground level: 3 fc
Canopy maximum lighting: 25 fc

Maximum Level at Lot Line: 1/2 fc

Luminaire Control Specification:

-Pole-Mounted: "Full Cut-Off"
-40' at Parking Lot and Kart Tracks
-15' at pedestrian walkways and Mini-Putt
-Wall Packs; "Shielded"

Estimated Traffic Generation:

-35 Car Arrivals/Hour
-35 Car Departures/Hour

Requested Waivers

From Annexation Agreement

K. The "Batting Cages" can be expanded into the area defined by dashed lines on Site Plan dated 5/30/2017.

L. Areas defined as "Mini-Putt #2", "Minor Activity", and "Batting Cages Expansion Area" can be used for Toddler Kart Track, Inflatable Attraction, SuperSlide, PlayGround, Climbing Gym, Obstacle Course, and similar attractions.

J. Kart Track layouts can be modified but paved area will not increase.

K. "Pit Canopy" may have a gable roof with a pitch less than 6.

L. The "Go Kart Track #2", or portions of "Go Kart Track #2" can be used as a "Dune Buggy Course".

M. Waiver for a side yard fence height limitation for the "Batting Cages" enclosure adjacent to the property line.

N. The "Batting Cages" may include a rain shedding roof over Batter's Plate.

O. Waiver for the Light Pole Height for the "Go Kart Tracks" to be equal to Light Pole Height limitations for "Vehicular Areas".

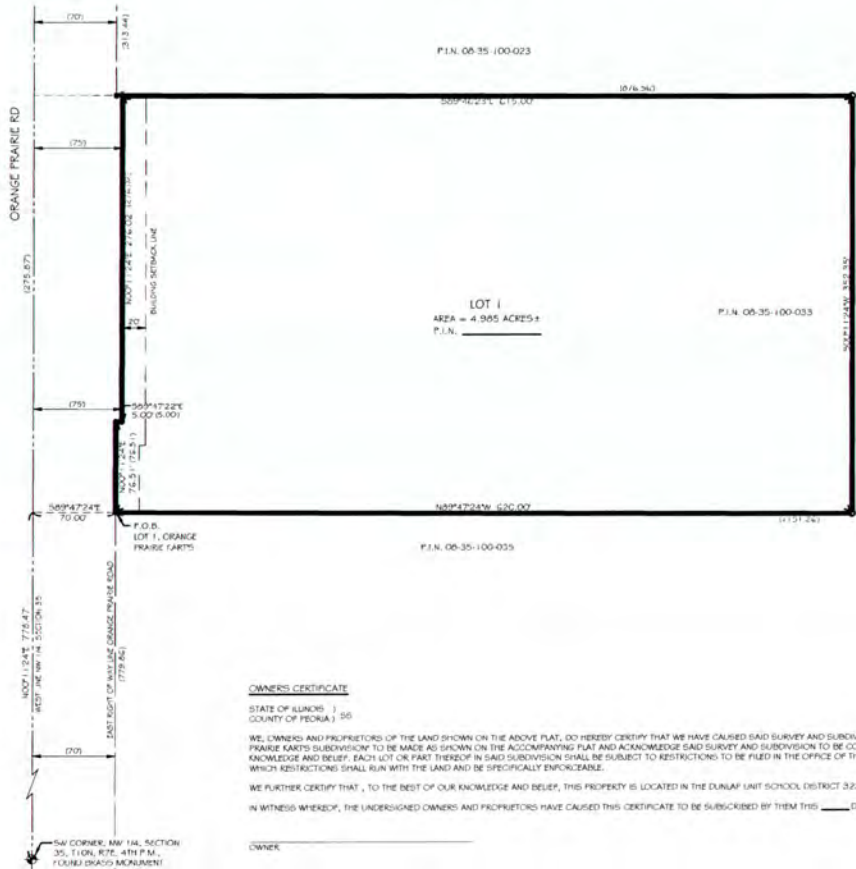
P. Attachments to this agreement are Site Plan, Elevations, Batting Cage Illustration, and Site Plan Data Summary.

**FINAL PLAT OF
ORANGE PRAIRIE KART'S**

PART OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 10
NORTH, RANGE 7 EAST OF THE FOURTH PRINCIPAL MERIDIAN, PEORIA
COUNTY, ILLINOIS.



LEGEND	
	CREED LINE
	SECTION LINE
	ADJACENT PROPERTY LINE
	RIGHT-OF-WAY LINE
	BUILDING SETBACK LINE
	MEASURED BEARING & DISTANCE
	RECORDED DISTANCE
	POLAND IRON ROD / PIPE / REBAR
	SET IRON ROD / PIPE / 24"
	POINT OF BEGINNING
	NOT TO SCALE



NOTES:

1. PLAT EXTENT BEING SUBDIVIDED IS PART OF P.L.N. 08-35-100-033.
2. BEARINGS ARE ASSUMED FOR PURPOSE OF DESCRIPTION ONLY.
3. TOTAL AREA SURVEYED IS 4.985 ACRES ±.
4. THIS PROPERTY IS ZONED C-1.
5. OWNER/DEVELOPER IS: MARK LARSON, 300 E. COURTLAND ST., MORTON, IL 61550.
6. PROPERTY OWNERS IN THIS SUBDIVISION MAY NOT PARTICIPATE IN THE CITY OF PEORIA'S DRAINAGE ASSISTANCE PROGRAM.
7. THIS PROPERTY IS LOCATED IN FLOOD ZONE "C", AREAS OF MINIMAL FLOODING BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AND SHOWN ON FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL No. 170533-0125-B, WHICH BEARS A REVISED DATE OF JUNE 1, 1983.
8. IT IS NOT WARRANTED THAT THIS FINAL PLAT CONTAINS COMPLETE INFORMATION REGARDING EASEMENTS, RESERVATIONS, RESTRICTIONS, RIGHT OF WAY, BUILDING SETBACK LINES OR OTHER ENCUMBRANCES. FOR COMPLETE INFORMATION A TITLE OPINION OR OTHER COMMITMENT FOR TITLE INSURANCE SHOULD BE OBTAINED.

DESCRIPTION OF "ORANGE PRAIRIE KART'S"

A PART OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE FOURTH PRINCIPAL MERIDIAN, PEORIA COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 35, THENCE NORTH 00 DEGREES 11 MINUTES 24 SECONDS EAST, (BEARINGS ARE FOR DESCRIPTION PURPOSES ONLY) ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 776.47 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 24 SECONDS EAST, A DISTANCE OF 70.00 FEET, TO THE EAST RIGHT OF WAY LINE OF ORANGE PRAIRIE ROAD AND THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED;
 FROM THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED, (THE FOLLOWING 9 COURSES) ARE ALONG SAID EAST RIGHT OF WAY LINE) THENCE NORTH 00 DEGREES 11 MINUTES 24 SECONDS EAST, A DISTANCE OF 76.51 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 24 SECONDS EAST, A DISTANCE OF 5.00 FEET; THENCE NORTH 00 DEGREES 11 MINUTES 24 SECONDS EAST, A DISTANCE OF 276.02 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 28 SECONDS EAST, A DISTANCE OF 615.00 FEET; THENCE SOUTH 00 DEGREES 11 MINUTES 24 SECONDS WEST, A DISTANCE OF 352.39 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 24 SECONDS WEST, A DISTANCE OF 600.00 FEET, TO THE POINT OF BEGINNING, CONTAINING 4.985 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND RIGHT OF WAY OF RECORD.

COMMUNITY DEVELOPMENT CERTIFICATE

STATE OF ILLINOIS) ss
 COUNTY OF PEORIA)
 I HEREBY CERTIFY THAT THIS FINAL PLAT OF "ORANGE PRAIRIE KART'S" SUBDIVISION IS APPROVED THIS _____ DAY OF _____, 2017.

DIRECTOR OF COMMUNITY DEVELOPMENT

PEORIA COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS) ss
 COUNTY OF PEORIA)
 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 ENCOMPASSED IN THE ATTACHED FINAL PLAT OF "ORANGE PRAIRIE KART'S" SUBDIVISION AND DESCRIPTION.
 GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 2017.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS) ss
 COUNTY OF PEORIA)
 WE, MOHR & KERR ENGINEERING AND LAND SURVEYING, P.C., DO HEREBY STATE THAT WE HAVE SURVEYED AND SUBDIVIDED A PART OF THE NORTHWEST QUARTER OF SECTION 35 IN TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE FOURTH PRINCIPAL MERIDIAN, PEORIA COUNTY, ILLINOIS, TO BE KNOWN AS "ORANGE PRAIRIE KART'S" SUBDIVISION AND WE FURTHER STATE THAT THE ABOVE SURVEY IS LOCATED WITHIN THE CORPORATE LIMITS OF AN INCORPORATED CITY, WHICH HAS ADOPTED A CITY PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS NOW OR HEREAFTER AMENDED. WE FURTHER STATE THAT THIS SUBDIVISION IS NOT WITHIN 500 FEET OF ANY DRAINAGE COURSE DRAINING 640 ACRES OR MORE AND TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY AS DRAWN TO A SCALE OF 1"= 50 FEET.
 WE FURTHER STATE THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
 DATED THIS 7th DAY OF JUNE, 2017.
 MOHR & KERR ENGINEERING AND LAND SURVEYING, P.C.



**FINAL PLAT OF
ORANGE PRAIRIE KART'S**

OWNER'S CERTIFICATE

STATE OF ILLINOIS) ss
 COUNTY OF PEORIA)
 WE, OWNERS AND PROPRIETORS OF THE LAND SHOWN ON THE ABOVE PLAT, DO HEREBY CERTIFY THAT WE HAVE CAUSED SAID SURVEY AND SUBDIVISION, KNOWN AS "ORANGE PRAIRIE KART'S" SUBDIVISION TO BE MADE AS SHOWN ON THE ACCOMPANYING PLAT AND ACKNOWLEDGE SAID SURVEY AND SUBDIVISION TO BE CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF. EACH LOT OR PART THEREOF IN SAID SUBDIVISION SHALL BE SUBJECT TO RESTRICTIONS TO BE FILED IN THE OFFICE OF THE COUNTY RECORDER OF DEEDS, WHICH RESTRICTIONS SHALL RUN WITH THE LAND AND BE SPECIFICALLY ENFORCEABLE.
 WE FURTHER CERTIFY THAT, TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THIS PROPERTY IS LOCATED IN THE DUNLAP UNIT SCHOOL DISTRICT 323.
 IN WITNESS WHEREOF, THE UNDERSIGNED OWNERS AND PROPRIETORS HAVE CAUSED THIS CERTIFICATE TO BE SUBSCRIBED BY THEM THIS _____ DAY OF _____, 2017.

OWNER _____

OWNER _____

NOTARY PUBLIC CERTIFICATE

STATE OF ILLINOIS) ss
 COUNTY OF PEORIA)
 I, THE UNDERSIGNED, NOTARY PUBLIC IN AND FOR THE SAID COUNTY IN THE STATE, ABOVE SAID, DO HEREBY CERTIFY THAT THE ABOVE UNDERSIGNED ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED, SEALED AND DELIVERED THE SAID INSTRUMENT AS THEIR FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES SET FORTH, AND ON THESE DATES STATED THAT THEY ARE DULY AUTHORIZED TO EXECUTE SAID INSTRUMENT.
 GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 2017.

NOTARY PUBLIC _____

COMMISSION EXPIRES _____



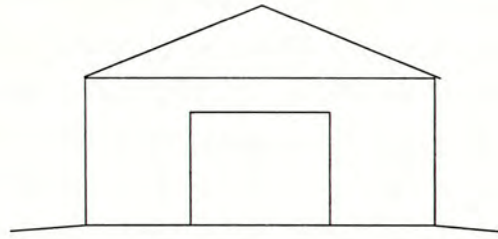
MOHR & KERR ENGINEERING & LAND SURVEYING, P.C.
 5611 N. Prospect Road, Suite 60
 Peoria, Illinois 61614
 www.mohrerkerr.com
 Office: (309) 692-8500
 Fax: (309) 692-8501
 Professional Design Firm #184 005091

DATE	BY	REVISION

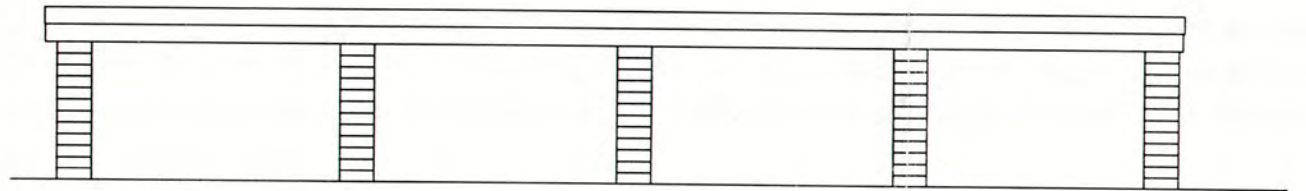
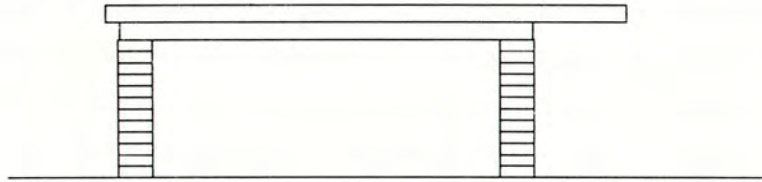
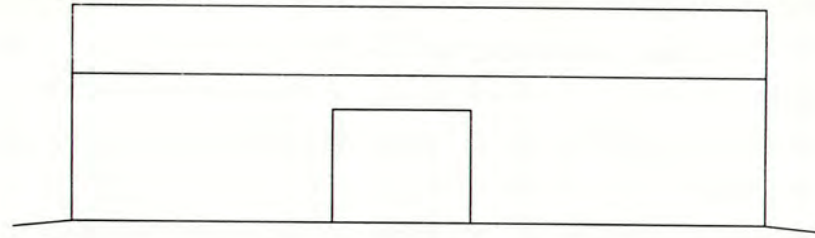
SURVEYED	MMW	CLIENT
DRAWN	JEF	
CHECKED	MMW	
SCALE	1" = 50'	
DATE	6/07/17	

MARK LARSON

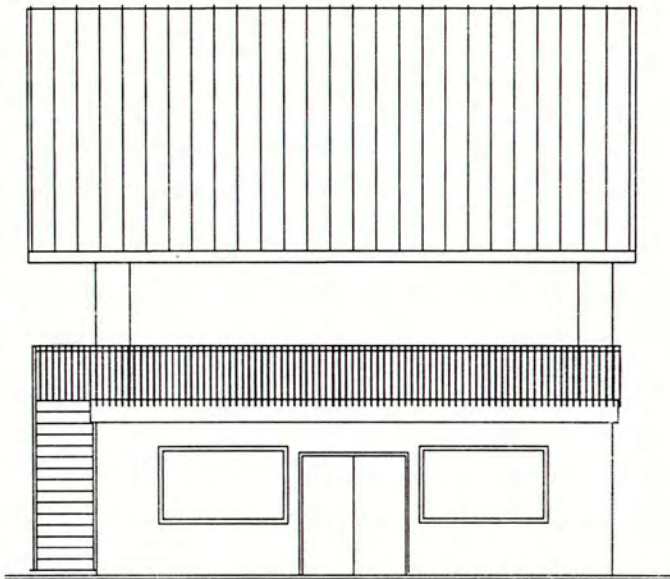
TITLE	FILED FOR
PART OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE FOURTH PRINCIPAL MERIDIAN, PEORIA COUNTY, ILLINOIS.	17-137



MAINTENANCE SHED (20' X 40')

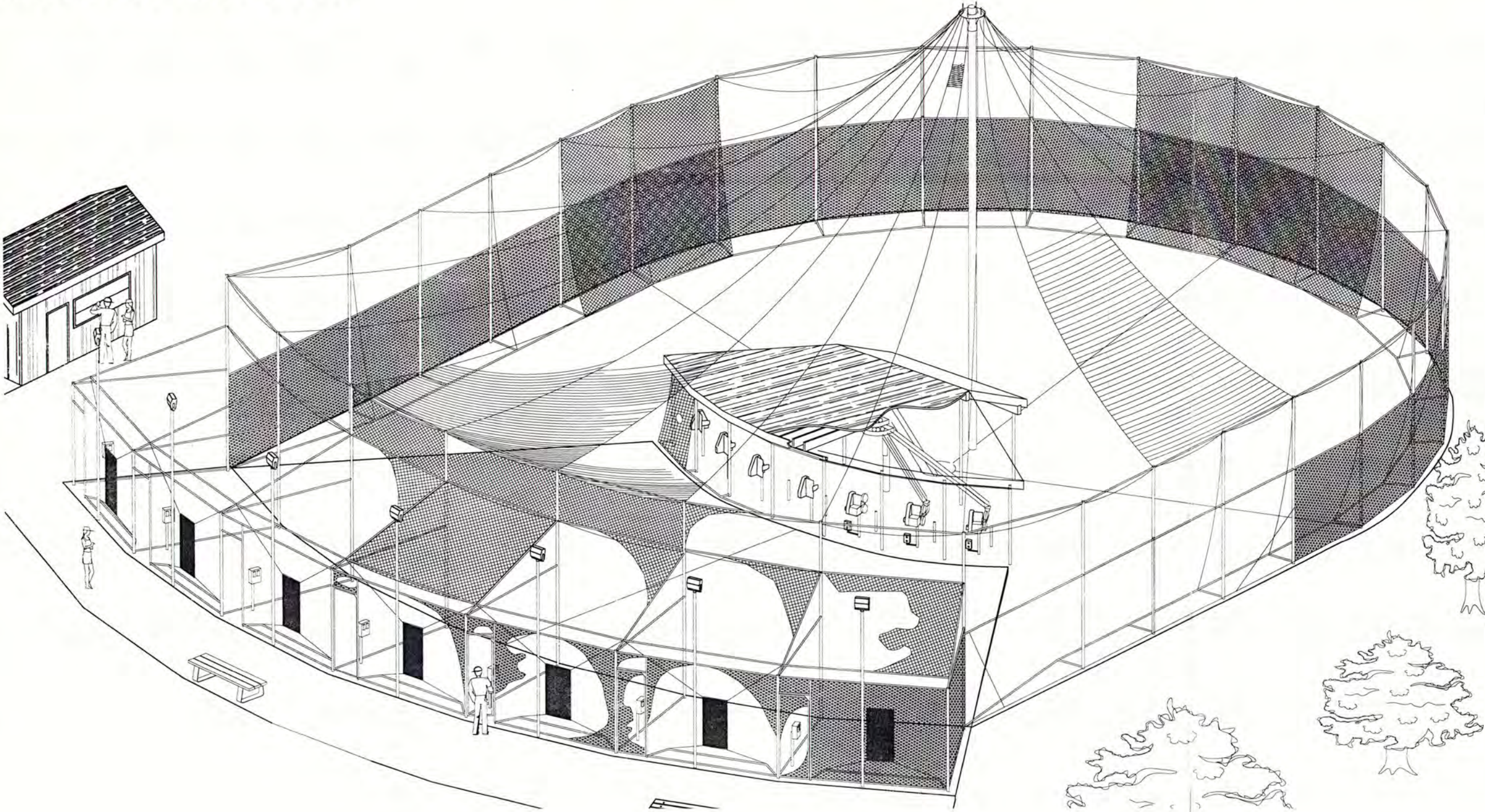


PIT CANOPY (30' X 66')



ICE CREAM/SALES (30' X 70')

WATED BAITING CAGES



EXISTING TREE LINE

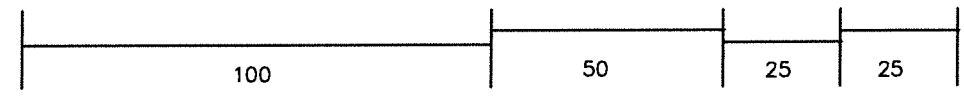
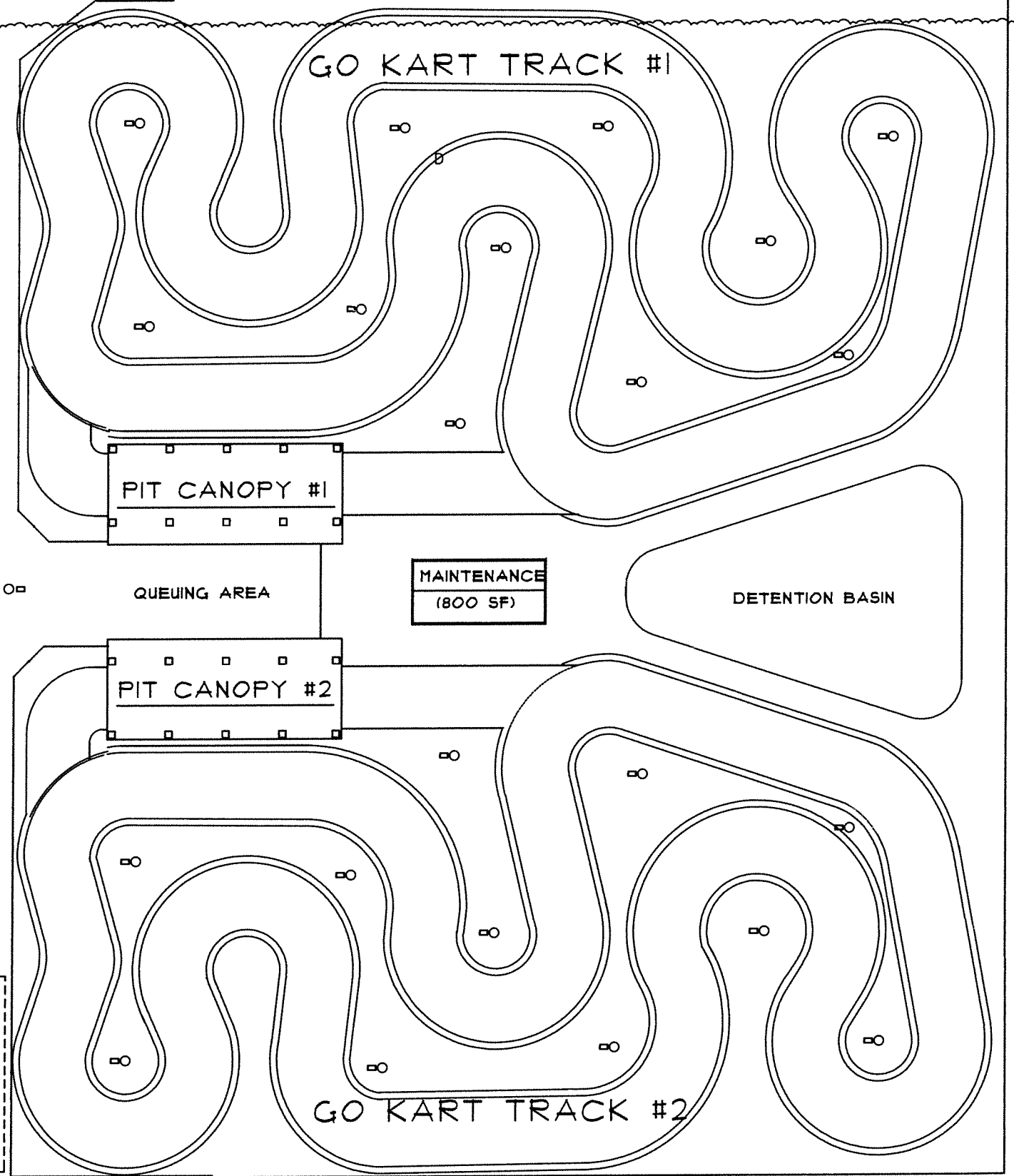
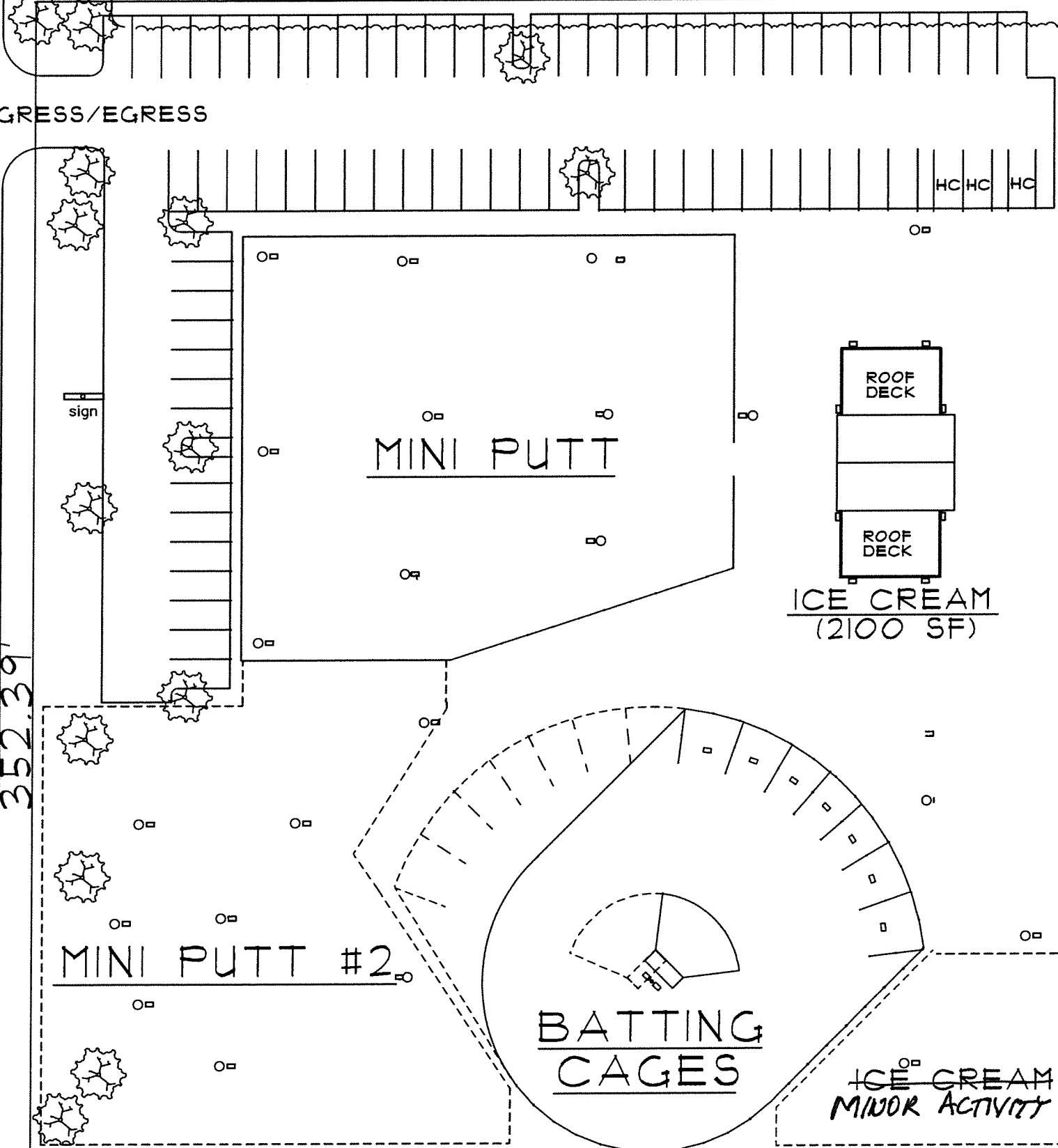
615.0'

SEE SITE PLAN DATA SUMMARY FOR LIGHTING SPECIFICATIONS

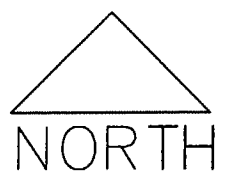
INGRESS/EGRESS

ORANGE PRAIRIE

352.39'



SCALE: 1' = 40'



AMUSEMENT PARK with
 GO KART, BATTING CAGES,
 MINI-PUTT and ICE CREAM