

RESOLUTION NO. 19-269
CITY OF PEORIA.

Peoria, Illinois AUGUST 27 2019

A RESOLUTION APPROVING THE FIRST AMENDMENT TO CONSOLIDATED INITIAL AND AMENDED/RESTATED 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 amending 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 amending 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 amending this agreement which establishes various conditions relating to, but not limited to, zoning and land use; and

WHEREAS, a public hearing upon said Amended Annexation Agreement was conducted, with proper notice, by the Planning & Zoning Commission on August 1, 2019, and there has been compliance with all provisions of 65 ILCS 5/7-1 *et seq.*

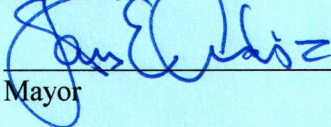
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEORIA, ILLINOIS:

Section 1. That the Mayor is hereby authorized to execute the First Amendment to Consolidated Initial and Amended/Restated 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.

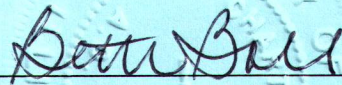
PASSED BY THE CITY COUNCIL OF THE CITY OF PEORIA, ILLINOIS, THIS 27th DAY OF AUGUST 2019.

APPROVED:



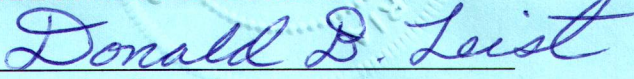
Mayor

ATTEST:



City Clerk

EXAMINED AND APPROVED



Corporation Counsel

FILED

OCT 03 2019

PEORIA COUNTY CLERK

**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 2ND day of OCTOBER, 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 sometimes referred to collectively as the "Corporate Authorities"); and **Srinivas Jujvarapu, Trustee under the provisions of the SJ Trust Agreement ("SJ Trust"); and Wiebler Family Limited Partnership, an Illinois limited partnership ("Wiebler").;**

WITNESSETH:

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: *Patrick Urich*
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 CITY MANAGER, 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 2ND day of OCTOBER, 2019.

Courtney Coe
Notary Public



FILED

OCT 03 2019

PEORIA COUNTY CLERK

SJ Trust:



Srinivas Jujavarapu, Trustee

STATE OF ILLINOIS)

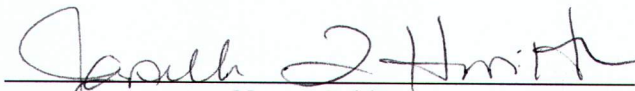
) SS.

COUNTY)

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 20 day of September, 2019.




Notary Public

FILED

OCT 03 2019

PEORIA COUNTY CLERK

Wiebler:

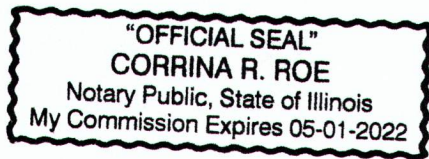
Wiebler Family Limited Partnership,
An Illinois Limited Partnership

By: Wayne Wiebler
For: Wiebler Family Limited Partnership
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, Wayne J Wiebler personally known to me to be the General of Wiebler Family Limited Partnership 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 25 day of Sept., 2019.



Corrina R. Roe
Notary Public

FILED

OCT 03 2019

PEORIA COUNTY CLERK