

This Document Prepared By: Steve Kerr

Mail To:

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

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## ANNEXATION AGREEMENT

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**THIS AGREEMENT** (hereinafter referred to as the "Annexation Agreement") is made this \_\_ day of \_\_\_\_\_, 20\_\_, by and between THE CITY OF PEORIA, ILLINOIS, an Illinois municipal corporation, located in Peoria County, Illinois (hereinafter referred to as the "City") and HOERR BROTHERS, LLC (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 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 I1, Industrial / Business Park.

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. The City shall shall review the attached Preliminary Plat of Hoerr Subdivision (Exhibit B), followed by the Final Plat, through the administrative review process.
- J. Lot 3 shall remain in the County and will not be annexed until the earliest occurrence of any one of the following contingencies:
- 1) Sale of all or any portion of the lot
  - 2) Developed with more than the three existing buildings
  - 3) The lot is subdivided
  - 4) Connection to public sanitary sewer
  - 5) That date which is fifteen (15) years from the date of this Agreement.
- K. Lot 2 shall remain in the County and will not be annexed until the earliest occurrence of any one of the following contingencies:
- 1) Sale of all or any portion of the lot
  - 2) Developed with more than the two existing buildings
  - 3) The lot is subdivided
  - 4) The existing septic system fails or requires a permit. At such time Lot 2 will connect to the public sanitary sewer.
  - 5) That date which is fifteen (15) years from the date of this Agreement.

L. In order to comply with subdivision requirements a public sewer extension will be required to be constructed to the property. The construction of the sanitary sewer and the development on Lot 1 shall be constructed concurrently and a building permit on Lot 1 will not be denied based on the sewer not being constructed. A certificate of occupancy shall not be issued until the public sewer is constructed and the sewer service is constructed to Lot 1.

M. Van Winkle Way will not require an extension until such time that Lot 3 is subdivided or developed with more than the three existing buildings. Such road extension shall be constructed by the owner and in compliance with City standards.

N. Lots 1, 2 & 3 will be accessed by the existing westernmost private drive as depicted on the attached preliminary plat. The drive approach for such access road will be reconstructed to City standards for commercial entrances when Lot 1 is developed. The existing easternmost driveway will be reconstructed to City standards for commercial entrances or removed entirely upon the development of Lot 1.

O. Sidewalks along the street frontage of Lot 3, from the westernmost lot line to Wilder Street, shall be constructed by the owner, to City standards, when Lot 3 or the parcel immediately to the west identified as Parcel Identification No. 09-31-300-001 is developed, and Van Winkle Way is further improved westward.

P. The existing gravel lots will be allowed to remain until a change in use occurs on the lot. The gravel must be replaced with a hard surface in compliance with City standards.

Q. The gravel between the buildings on Lot 2 and Lot 3 will be allowed to remain with no setback requirements until such time that there is a change in use.

R. No pavement setback will be required on the internal lot lines of Lots 1, 2, and 3 until such time that there is a change in use.

S. Outdoor burning on any portion of Lots 1, 2, or 3, whether lots are annexed or not yet annexed to the City, shall be prohibited.

T. Current use of the property includes a landscape business located on Lot 2 and an indoor/outdoor self-storage facility located on Lot 2 and a portion of Lot 3. Any expansion of such uses, change in uses, or the establishment of new uses on any of the Lots 1, 2, or 3 will require compliance with City codes.

U. The proposed detention basin on Lot 3 shall be completed in compliance with the erosion control permit that was issued by Peoria County. The work shall be complete and approved by the County within the time limits of the permit.

V. Landscaping screening, in compliance with City standards for a transitional buffer yard, shall be installed no later than July 31, 2023 from the entrance drive westerly along the edge and established grade of the existing gravel area of Lot 3. A six-foot tall chain link fence may also be installed in the same location in addition to the landscaping.

W. This agreement may be amended by mutual consent of the parties.

X. This annexation agreement shall be in effect for a period of twenty (20) years from the date hereof.

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

**THE CITY OF PEORIA**, a Municipal Corporation

By: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

Examined and approved by: \_\_\_\_\_  
Corporation Counsel

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 \_\_\_\_\_, personally known to me to be the Mayor of the City of Peoria, and \_\_\_\_\_, 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

By: \_\_\_\_\_, Owner of Record:

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 \_\_\_\_\_, 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 she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**EXHIBIT "A"**

LEGAL DESCRIPTION

PART OF THIRTY-FIVE (35) ACRES OFF THE NORTH END OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, IN TOWNSHIP 10 NORTH, RANGE 8 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN PEORIA COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 31, THENCE SOUTH 89 DEGREES 04 MINUTES 26 SECONDS WEST, (BEARINGS BASED ON THE ILLINOIS STATE PLANE, WEST ZONE, NAD83, 2011 ADJUSTMENT), ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 85.20 FEET TO A POINT 100 FEET WESTERLY OF THE CENTERLINE OF ALLEN ROAD, (STATE BOND ISSUE ROUTE 174); THENCE SOUTH 00 DEGREES 02 MINUTES 48 SECONDS EAST, ALONG A LINE 100 FEET WESTERLY OF SAID CENTERLINE, A DISTANCE OF 60.01 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED:

FROM THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 00 DEGREES 02 MINUTES 48 SECONDS EAST, ALONG A LINE 100 FEET WESTERLY OF SAID CENTERLINE, A DISTANCE OF 560.91 FEET TO A POINT 850 FEET NORMALLY DISTANT NORTH OF THE SURVEY LINE OF FA ROUTE 405; THENCE NORTH 89 DEGREES 43 MINUTES 56 SECONDS WEST, A DISTANCE OF 295.16 FEET TO A POINT 850 FEET NORMALLY DISTANT NORTH OF SAID SURVEY LINE; THENCE NORTH 75 DEGREES 41 MINUTES 46 SECONDS WEST, A DISTANCE OF 206.16 FEET TO A POINT 900 FEET NORMALLY DISTANT NORTH OF SAID SURVEY LINE; THENCE SOUTH 74 DEGREES 13 MINUTES 40 SECONDS WEST, A DISTANCE OF 416.20 FEET TO A POINT 785 FEET NORMALLY DISTANT NORTH OF SAID SURVEY LINE; THENCE SOUTH 45 DEGREES 26 MINUTES 46 SECONDS WEST, A DISTANCE OF 471.78 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 31; THENCE NORTH 00 DEGREES 37 MINUTES 03 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 934.72 FEET TO A POINT 60 FEET SOUTHERLY OF THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 89 DEGREES 09 MINUTES 12 SECONDS EAST, ALONG A LINE 60 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1221.25 FEET TO THE POINT OF BEGINNING SAID TRACT CONTAINING 17.149 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, RESERVATIONS, RESTRICTIONS OR RIGHT OF WAY OF RECORD.

